

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DXA4	<b>Page</b> 1 <b>of</b> 122
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> DAAE07-02-R-N139		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2003FEB13	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> TACOM AMSTA-AQ-AHPB WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL			<b>Code</b> W56HZV	<b>8. Address Offer To (If Other Than Item 7)</b>		

**SOLICITATION** NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 01:00pm (hour) local time 2003MAR14 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> ARTHUR AIGELTINGER <b>E-mail address:</b> AIGELTIA@TACOM.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (586)574-8136
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment  
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter Code Facility 16. Name and Title of Person Authorized to Sign Offer (Type or Print)

<b>15B. Telephone Number (Include Area Code)</b>	<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer	<b>17. Signature</b>	<b>18. Offer Date</b>
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**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>	<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	<b>Item</b>
<b>24. Administered By (If other than Item 7)</b> SCD PAS ADP PT	<b>Code</b>	<b>25. Payment Will Be Made By</b>	<b>Code</b>
<b>26. Name of Contracting Officer (Type or Print)</b>		<b>27. United States Of America</b>  (Signature of Contracting Officer)	<b>28. Award Date</b>

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-02-R-N139 <b>MOD/AMD</b>	<b>Page 2 of 122</b> REPRINT
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**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

	Regulatory Cite	Title	Date
A-1	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	MAR/2001

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil)

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

A-2	52.214-4003 (TACOM)	ALL OR NONE	MAR/1998
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Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

(1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.

(2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL BE DEEMED NONRESPONSIVE.

[End of Clause]

A-3	52.215-4854 (TACOM)	PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS SOLICITATION/REQUEST	JUL/2002
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TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of Clause]

A-4	52.242-4021 (TACOM)	NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS AND CONTRACTUAL ADMINISTRATION	JUL/1999
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During the term of this contract, authority may be granted to agencies other than TACOM including Defense Supply Center, Defense Logistics Agency ("DSC/DLA"), Richmond, VA for placement of delivery orders under this contract. Administration of this contract may also be transferred to such agencies, including DSC/DLA.

[End of Clause]

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-02-R-N139 <b>MOD/AMD</b>	<b>Page 3 of 122</b> REPRINT
<b>Name of Offeror or Contractor:</b>		

THIS SOLICITATION IS FOR A NON-COMPETITIVE REQUIREMENT CONTRACT WITH THE GOODYEAR TIRE AND RUBBER COMPANY FOR ALL TRACK REQUIREMENTS UP TO 264,000 TRACK SHOES FOR EACH FISCAL YEAR FROM THE DATE OF AWARD UNTIL THE END OF FISCAL YEAR 2005, SEPTEMBER 30, 2005.

THIS SOLICITATION IS ALSO FOR A NON-COMPETITIVE REQUIREMENT CONTRACT WITH THE GOODYEAR TIRE AND RUBBER COMPANY FOR ANY REQUIREMENTS OVER 264,000 TRACK SHOES PER FISCAL YEAR FOR EACH FISCAL YEAR WHERE GOODYEAR IS THE ONLY APPROVED SOURCE.

THIS SOLICITATION ALSO INCORPORATES TWO OPTION YEARS WITH THE SAME 264,000 TRACK SHOE PROVISIONS FOR FISCAL YEARS 2006 AND 2007.

NOTE, ORDERING YEARS ARE ESTABLISHED AS FOLLOWS:

DATE OF AWARD - END OF FISCAL YEAR 2003 = 1ST ORDERING YEAR  
FISCAL YEAR 2004 = 2ND ORDERING YEAR  
FISCAL YEAR 2005 = 3RD ORDERING YEAR  
FISCAL YEAR 2006 = 1ST OPTION YEAR  
FISCAL YEAR 2007 = 2ND OPTION YEAR

THE FIRST 264,000 TRACK SHOES IN ANY GIVEN FISCAL YEAR WILL BE AWARDED NON-COMETITIVELY TO GOODYEAR. IF ADDITIONAL TRACK SHOES ARE REQUIRED ONCE THE FIRST 264,000 TRACK SHOES HAVE BEEN PLACED ON CONTRACT IN EACH FISCAL YEAR AND THE ADDITIONAL REQUIREMENTS ARE FOR CONFIGURATIONS WHICH ARE COVERED BY ONE OF THE COMPETITIVELY AWARDED CONTRACTS, THEY WILL BE PLACED AGAINST THAT COMPETITIVELY AWARDED CONTRACT. IF, AFTER REACHINING THE 264,000 TRACK SHOE THRESHOLD IN EACH FISCAL YEAR, ADDITIONAL NONCOMPETITIVE TRACK SHOES ARE REQUIRED, THE GOVERNMENT WILL PLACE THESE REQUIREMENTS UNDER THIS CONTRACT.

TO DETERMINE WHETHER THE 264,000 LEVEL HAS BEEN REACHED IN A FISCAL YEAR, TACOM WILL INCLUDE GOODYEAR'S DIRECT FOREIGN SALES PROCURED DURING THAT FISCAL YEAR IF SUCH SALES EXCEED 5,000 SHOES IN THAT YEAR. INCLUDED WILL BE ALL CONTRACTED QUANTITIES FOR THE REBUILD EFFORT UNDER CONTRACT BETWEEN TACOM AND GOODYEAR AND ANY INTERIM AWARDED TRACK SHOE QUANTITIES ON CONTRACT BETWEEN TACOM AND GOODYEAR COMPETITIVE AND NON-COMPETITIVE, AWARDED IN FY03 BOTH PRIOR TO AND AFTER THE AWARD OF THIS CONTRACT. REQUIREMENTS WILL BE PLACED ON CONTRACT EACH YEAR AS FOLLOWS:

- 1) IN EACH ORDERING YEAR (INCLUDING OPTION YEARS), ALL TRACK SHOE REQUIREMENTS OVER 264,000 TRACK SHOES WHERE GOODYEAR IS THE ONLY APPROVED SOURCE WILL BE PLACED ON CONTRACT TO GOODYEAR UNDER THIS SOLICITATION AND SUBSEQUENT CONTRACT.
- 2) IN EACH ORDERING YEAR (INCLUDING OPTION YEARS), ALL TRACK SHOE REQUIREMENTS UP TO A 264,000 TRACK SHOES WILL BE PLACED ON CONTRACT TO GOODYEAR UNDER THIS SOLICITATION AND SUBSEQUENT CONTRACT.
- 3) IN EACH ORDERING YEAR (INCLUDING OPTION YEARS), ALL COMPETITIVE TRACK SHOE REQUIREMENTS OVER THE 264,000 TRACK SHOES WILL BE PLACED ON A COMPETITIVE SOLICITATION AND AWARDED UNDER THE TERMS OF THAT SOLICITATION AND RESULTING CONTRACT.

IF A SOURCE OTHER THAN GOODYEAR RECEIVES TACOM APPROVAL TO PRODUCE T-158LL TRACK, TACOM WILL PROCEED WITH A COMPETITIVE PROCUREMENT FOR QUANTITIES REQUIRED OVER THE FIRST 264,000 TRACK SHOES REQUIRED WITHIN THE ORDERING YEAR IN WHICH THAT SOURCE RECEIVES APPROVAL. IN SUBSEQUENT ORDERING YEARS (INCLUDING OPTION YEARS), ALL QUANTITIES OVER THE FIRST 264,000 TRACK SHOES WILL BE PLACED ON A COMPETITIVE PROCUREMENT. AS SUCH, THE FIRST 264,000 TRACK SHOES IN ANY GIVEN FISCAL YEAR WILL BE AWARDED NON-COMPETITIVELY TO GOODYEAR REGARDLESS OF ANY OTHER CONTRACTOR'S QUALIFICATION AS AN APPROVED SOURCE FOR THE T-158LL.

THE T-130, T-132, T-136, T-142, T-150, T-154, T-157I, AND T-164 TRACK ARE COMPETITIVE. THE T-107, T-138, T-144, AND T-158LL TRACK ARE SOLE SOURCE TO GOODYEAR.

\*\*\* END OF NARRATIVE A 001 \*\*\*

THE CEILING PRICE FOR OPTION YEARS ONE AND TWO, CLINS 0014,0015,0024,0025,0034,0035,0044,0045,0054,0055,0064,0065,0074,0075, 0084,0085,0094,0095,0114,0115,0124, AND 0125 IS \$ . THE FINAL PRICE FOR THESE OPTION YEARS WILL BE NEGOTIATED BEFORE THE END OF THE THIRD YEAR OF THIS REQUIREMENT CONTRACT.

\*\*\* END OF NARRATIVE A 002 \*\*\*

THE T-158LL CLINS 0111, 0112, 0113, 0114, AND 0115 ARE SOURCE CONTROLLED TO GOODYEAR. ALL OTHER CLINS ARE COVERED BY THE PROVISIONS OF QPL-11891 G.

\*\*\* END OF NARRATIVE A 003 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-02-R-N139 <b>MOD/AMD</b>	<b>Page</b> 4 <b>of</b> 122 REPRINT
<b>Name of Offeror or Contractor:</b>		

THE QPL CLAUSES AND PROVISIONS APPLY TO THE FOLLOWING CLINS:0111, 0112, 0113, 0114, AND 0115.

THE SOURCE CONTROLLED/APPROVED SOURCE CLAUSES AND PROVISIONS APPLY, WITH THE EXCEPTION ABOVE, TO ALL THE REMAINING CLINS.

\*\*\* END OF NARRATIVE A 004 \*\*\*

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-R-N139 MOD/AMD	Page 5 of 122 REPRINT
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC. THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES, OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g. 0016 (5 YEAR LONG TERM CONTRACT) OR 0014 (3 YEAR LONG TERM CONTRACT). IF MORE THAN ONE ITEM IS BEING PROCURED, THE NUMBERS WILL BE 0026 OR 0024 DEPENDING ON THE LENGTH OF THE LONG TERM CONTRACT.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING YEAR</u> OF THE CONTRACT IS THE DATE OF AWARD THROUGH 30 SEP 2003.</p> <p><u>SECOND ORDERING YEAR</u> OF THE CONTRACT IS 1 OCT 2003 THROUGH 30 SEP 2004.</p> <p><u>THIRD ORDERING YEAR</u> OF THE CONTRACT IS 1 OCT 2004 THROUGH 30 SEP 2005.</p> <p><u>FOURTH ORDERING YEAR</u> OF THE CONTRACT IS 1 OCT 2005 THROUGH 30 SEP 2006.</p> <p><u>FIFTH ORDERING YEAR</u> OF THE CONTRACT IS 1 OCT 2006 THROUGH 30 SEP 2007.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <hr/> <p>NOTE: EACH ORDERING YEAR ESTIMATE, AS WELL AS EACH OPTION YEAR ESTIMATE, IF APPLICABLE, IS A 12 MONTH AVERAGE MONTHLY DEMAND WITH PROGRAM FACTORS BUILT IN AND A 25% INCREASE PER YEAR.</p> <p>THIS BUY IS CROSS REFERENCED TO PRON: EH24R352EH, EH24R574EH, EH24R354EH, EH24R355EH, EH24R353EH, EH24R351EH, EH24R271EH, EH24R579EH, EH24R356EH, EH24R195EH, EH24R044EH,</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	EH24R903EH (For Internal Purposes Only).				
		*****	*****	*****	*****
		*****	*****	*****	*****
		CAUTION: OFFERORS MUST SUBMIT OFFERS ELECTRONICALLY IN ACCORDANCE WITH THE CLAUSE ENTITLED "ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION" (FAR 52.215-4850). (SEE SECTION L PROVISION)			
		*****	*****	*****	*****
		*****	*****	*****	*****
	(End of narrative A001)				
	<u>Supplies or Services and Prices/Costs</u>				
	NSN: 2530-00-692-9316 FSCM: 19207 PART NR: 8705914 SECURITY CLASS: Unclassified				
	*** THE FOLLOWING APPLIES TO ALL CLINS ***  QUALIFIED PRODUCTS LIST (QPL) ITEM: ITEMS UNDER THIS SOLICITATION ARE SUBJECT TO QPL-11891-21 AND CAN BE PROCURED ONLY FROM COMPOUNDS AND MANUFACTURERS LISTED ON THE QPL.				
	(End of narrative B001)				
	<u>FIRST ORDERING YEAR</u>	EST 14,181	EA	\$ _____	\$ _____
	NOUN: T-107 TRACK SHOE ASSEMBLY				
	<u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 8705914 DATE: 14-MAR-2002				
	<u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Origin				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-00-692-9316 FSCM: 19207 PART NR: 8705914 SECURITY CLASS: Unclassified</p> <p><u>SECOND ORDERING YEAR</u></p> <p>NOUN: T-107 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 8705914 DATE: 14-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 28,682	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-00-692-9316 FSCM: 19207 PART NR: 8705914 SECURITY CLASS: Unclassified</p> <p><u>THIRD ORDERING YEAR</u></p> <p>NOUN: T-107 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 8705914 DATE: 14-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 30,169	EA	\$ _____	\$ _____



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-00-692-9316 FSCM: 19207 PART NR: 8705914 SECURITY CLASS: Unclassified</p> <p><u>FOURTH ORDERING YEAR OPTION</u></p> <p>NOUN: T-107 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 8705914 DATE: 14-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 30,653	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-00-692-9316 FSCM: 19207 PART NR: 8705914 SECURITY CLASS: Unclassified</p> <p><u>FIFTH ORDERING YEAR OPTION</u></p> <p>NOUN: T-107 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 8705914 DATE: 14-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 28,495	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-00-078-2908 FSCM: 19207 PART NR: 11677988-6 SECURITY CLASS: Unclassified</p> <p><u>FIRST ORDERING YEAR</u></p> <p>NOUN: T-130 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 11677988-6 DATE: 22-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 70,709	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	<div><div><div>Supplies or Services and Prices/Costs</div><div>NSN: 2530-00-078-2908 FSCM: 19207 PART NR: 11677988-6 SECURITY CLASS: Unclassified</div><div>SECOND ORDERING YEAR</div><div>NOUN: T-130 TRACK SHOE ASSEMBLY</div><div>Description/Specs./Work Statement QUANTITY VARIATION: 1% OVER1% UNDER TOP DRAWING NR: 11677988-6 DATE: 22-MAR-2002 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance INSPECTION: OriginACCEPTANCE: Origin  FOB POINT: Origin</div></div></div>	EST 50,064	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	<div><div><div>Supplies or Services and Prices/Costs</div><div>NSN: 2530-00-078-2908 FSCM: 19207 PART NR: 11677988-6 SECURITY CLASS: Unclassified</div><div>THIRD ORDERING YEAR</div><div>NOUN: T-130 TRACK SHOE ASSEMBLY</div><div>Description/Specs./Work Statement QUANTITY VARIATION: 1% OVER1% UNDER TOP DRAWING NR: 11677988-6 DATE: 22-MAR-2002 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance INSPECTION: OriginACCEPTANCE: Origin  FOB POINT: Origin</div></div></div>	EST 57,021	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	<div><div><u>Supplies or Services and Prices/Costs</u></div><div>NSN: 2530-00-078-2908 FSCM: 19207 PART NR: 11677988-6 SECURITY CLASS: Unclassified</div><div><u>FOURTH ORDERING YEAR OPTION</u></div><div>EST 38,906</div><div>NOUN: T-130 TRACK SHOE ASSEMBLY</div><div><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER1% UNDER TOP DRAWING NR: 11677988-6 DATE: 22-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin</div><div>FOB POINT: Origin</div></div>		EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-00-078-2908 FSCM: 19207 PART NR: 11677988-6 SECURITY CLASS: Unclassified</p> <p><u>FIFTH ORDERING YEAR OPTION</u></p> <p>NOUN: T-130 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 11677988-6 DATE: 22-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 33,639	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	<div><div><div>Supplies or Services and Prices/Costs</div><div>NSN: 2530-00-076-7115 FSCM: 19207 PART NR: 10934639 SECURITY CLASS: Unclassified</div><div>FIRST ORDERING YEAR</div><div>NOUN: T-132 TRACK SHOE ASSEMBLY</div><div>Description/Specs./Work Statement QUANTITY VARIATION: 1% OVER1% UNDER TOP DRAWING NR: 10934639 DATE: 14-MAR-2002 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: B Inspection and Acceptance INSPECTION: OriginACCEPTANCE: Origin  FOB POINT: Origin</div></div></div>	EST 6,250	EA	\$	\$



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-00-076-7115 FSCM: 19207 PART NR: 10934639 SECURITY CLASS: Unclassified</p> <p><u>SECOND ORDERING YEAR</u></p> <p>NOUN: T-132 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 10934639 DATE: 14-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 2	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-00-076-7115 FSCM: 19207 PART NR: 10934639 SECURITY CLASS: Unclassified</p> <p><u>THIRD ORDERING YEAR</u></p> <p>NOUN: T-132 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 10934639 DATE: 14-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 1	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-00-076-7115 FSCM: 19207 PART NR: 10934639 SECURITY CLASS: Unclassified</p> <p><u>FOURTH ORDERING YEAR OPTION</u></p> <p>NOUN: T-132 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 10934639 DATE: 14-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 1	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0035	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-00-076-7115 FSCM: 19207 PART NR: 10934639 SECURITY CLASS: Unclassified</p> <p><u>FIFTH ORDERING YEAR OPTION</u></p> <p>NOUN: T-132 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 10934639 DATE: 14-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 1	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-00-799-0020 FSCM: 19207 PART NR: 10954051-1 SECURITY CLASS: Unclassified</p> <p><u>FIRST ORDERING YEAR</u></p> <p>NOUN: T-136 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 10954051-1 DATE: 19-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 6,250	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0042	<div><div><div>Supplies or Services and Prices/Costs</div><div>NSN: 2530-00-799-0020 FSCM: 19207 PART NR: 10954051-1 SECURITY CLASS: Unclassified</div><div>SECOND ORDERING YEAR</div><div>NOUN: T-136 TRACK SHOE ASSEMBLY</div><div>Description/Specs./Work Statement QUANTITY VARIATION: 1% OVER1% UNDER TOP DRAWING NR: 10954051-1 DATE: 19-MAR-2002 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance INSPECTION: OriginACCEPTANCE: Origin  FOB POINT: Origin</div></div></div>	EST 0	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0043	<div><div><div>Supplies or Services and Prices/Costs</div><div>NSN: 2530-00-799-0020 FSCM: 19207 PART NR: 10954051-1 SECURITY CLASS: Unclassified</div><div>THIRD ORDERING YEAR</div><div>NOUN: T-136 TRACK SHOE ASSEMBLY</div><div>Description/Specs./Work Statement QUANTITY VARIATION: 1% OVER1% UNDER TOP DRAWING NR: 10954051-1 DATE: 19-MAR-2002 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance INSPECTION: OriginACCEPTANCE: Origin  FOB POINT: Origin</div></div></div>	EST 0	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0044	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-00-799-0020 FSCM: 19207 PART NR: 10954051-1 SECURITY CLASS: Unclassified</p> <p><u>FOURTH ORDERING YEAR OPTION</u></p> <p>NOUN: T-136 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 10954051-1 DATE: 19-MAR-2002</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 0	EA	\$ _____	\$ _____



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0045	<div><div><div>Supplies or Services and Prices/Costs</div><div>NSN: 2530-00-799-0020 FSCM: 19207 PART NR: 10954051-1 SECURITY CLASS: Unclassified</div><div>FIFTH ORDERING YEAR OPTION</div><div>NOUN: T-136 TRACK SHOE ASSEMBLY</div><div>Description/Specs./Work Statement QUANTITY VARIATION: 1% OVER1% UNDER TOP DRAWING NR: 10954051-1 DATE: 19-MAR-2002 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance INSPECTION: OriginACCEPTANCE: Origin  FOB POINT: Origin</div></div></div>	EST 0	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0051	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-00-919-6477 FSCM: 19207 PART NR: 10948405 SECURITY CLASS: Unclassified</p> <p><u>FIRST ORDERING YEAR</u></p> <p>NOUN: T-138 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 10948405 DATE: 11-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 14,636	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0052	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-00-919-6477 FSCM: 19207 PART NR: 10948405 SECURITY CLASS: Unclassified</p> <p><u>SECOND ORDERING YEAR</u></p> <p>NOUN: T-138 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 10948405 DATE: 11-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 14,635	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0053	<div><div><div>Supplies or Services and Prices/Costs</div><div>NSN: 2530-00-919-6477 FSCM: 19207 PART NR: 10948405 SECURITY CLASS: Unclassified</div><div>THIRD ORDERING YEAR</div><div>NOUN: T-138 TRACK SHOE ASSEMBLY</div><div>Description/Specs./Work Statement QUANTITY VARIATION: 1% OVER1% UNDER TOP DRAWING NR: 10948405 DATE: 11-MAR-2002 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance INSPECTION: OriginACCEPTANCE: Origin  FOB POINT: Origin</div></div></div>	EST 1	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0054	<div><div><u>Supplies or Services and Prices/Costs</u>  NSN: 2530-00-919-6477 FSCM: 19207 PART NR: 10948405 SECURITY CLASS: Unclassified  <u>FOURTH ORDERING YEAR OPTION</u>  NOUN: T-138 TRACK SHOE ASSEMBLY  <u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER1% UNDER TOP DRAWING NR: 10948405 DATE: 11-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A <u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin  FOB POINT: Origin</div></div>	EST 1	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0055	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-00-919-6477 FSCM: 19207 PART NR: 10948405 SECURITY CLASS: Unclassified</p> <p><u>FIFTH ORDERING YEAR OPTION</u></p> <p>NOUN: T-138 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 10948405 DATE: 11-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 1	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0061	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-00-150-5897 FSCM: 19207 PART NR: 11645125 SECURITY CLASS: Unclassified</p> <p><u>FIRST ORDERING YEAR</u></p> <p>NOUN: T-142 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 116451125 DATE: 14-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 1	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0062	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-00-150-5897 FSCM: 19207 PART NR: 11645125 SECURITY CLASS: Unclassified</p> <p><u>SECOND ORDERING YEAR</u></p> <p>NOUN: T-142 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 116451125 DATE: 14-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 1	EA	\$ _____	\$ _____



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0063	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-00-150-5897 FSCM: 19207 PART NR: 11645125 SECURITY CLASS: Unclassified</p> <p><u>THIRD ORDERING YEAR</u></p> <p>NOUN: T-142 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 116451125 DATE: 14-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 5,536	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0064	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-00-150-5897 FSCM: 19207 PART NR: 11645125 SECURITY CLASS: Unclassified</p> <p><u>FOURTH ORDERING YEAR OPTION</u></p> <p>NOUN: T-142 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 116451125 DATE: 14-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 5,313	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0065	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-00-150-5897 FSCM: 19207 PART NR: 11645125 SECURITY CLASS: Unclassified</p> <p><u>FIFTH ORDERING YEAR OPTION</u></p> <p>NOUN: T-142 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 116451125 DATE: 14-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 5,000	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0071	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-00-730-7343 FSCM: 19207 PART NR: 10892811 SECURITY CLASS: Unclassified</p> <p><u>FIRST ORDERING YEAR</u></p> <p>NOUN: T-144 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 10892811 DATE: 13-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 433	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0072	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-00-730-7343 FSCM: 19207 PART NR: 10892811 SECURITY CLASS: Unclassified</p> <p><u>SECOND ORDERING YEAR</u></p> <p>NOUN: T-144 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 10892811 DATE: 13-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 433	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0073	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-00-730-7343 FSCM: 19207 PART NR: 10892811 SECURITY CLASS: Unclassified</p> <p><u>THIRD ORDERING YEAR</u></p> <p>NOUN: T-144 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 10892811 DATE: 13-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 433	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0074	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-00-730-7343 FSCM: 19207 PART NR: 10892811 SECURITY CLASS: Unclassified</p> <p><u>FOURTH ORDERING YEAR OPTION</u></p> <p>NOUN: T-144 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 10892811 DATE: 13-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 432	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0075	<div><div><div>Supplies or Services and Prices/Costs</div><div>NSN: 2530-00-730-7343 FSCM: 19207 PART NR: 10892811 SECURITY CLASS: Unclassified</div><div>FIFTH ORDERING YEAR OPTION</div><div>NOUN: T-144 TRACK SHOE ASSEMBLY</div><div>Description/Specs./Work Statement QUANTITY VARIATION: 1% OVER1% UNDER TOP DRAWING NR: 10892811 DATE: 13-MAR-2002 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: B Inspection and Acceptance INSPECTION: OriginACCEPTANCE: Origin  FOB POINT: Origin</div></div></div>	EST 432	EA	\$	\$



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0081	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-01-496-4444 FSCM: 19207 PART NR: 12474844-1 SECURITY CLASS: Unclassified</p> <p><u>FIRST ORDERING YEAR</u></p> <p>EST 22,500</p> <p>EA</p> <p>\$</p> <p>\$</p> <p>NOUN: T-150 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 12474844-1 DATE: 06-JUN-2002</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0082	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-01-496-4444 FSCM: 19207 PART NR: 12474844-1 SECURITY CLASS: Unclassified</p> <p><u>SECOND ORDERING YEAR</u></p> <p>NOUN: T-150 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 12474844-1 DATE: 06-JUN-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 16,250	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0083	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-01-496-4444 FSCM: 19207 PART NR: 12474844-1 SECURITY CLASS: Unclassified</p> <p><u>THIRD ORDERING YEAR</u></p> <p>NOUN: T-150 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 12474844-1 DATE: 06-JUN-2002</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 16,250	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0084	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-01-496-4444 FSCM: 19207 PART NR: 12474844-1 SECURITY CLASS: Unclassified</p> <p><u>FOURTH ORDERING YEAR OPTION</u></p> <p>NOUN: T-150 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 12474844-1 DATE: 06-JUN-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 38,750	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0085	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-01-496-4444 FSCM: 19207 PART NR: 12474844-1 SECURITY CLASS: Unclassified</p> <p><u>FIFTH ORDERING YEAR OPTION</u></p> <p>NOUN: T-150 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 12474844-1 DATE: 06-JUN-2002</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 16,250	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0091	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-01-346-9233 FSCM: 19207 PART NR: 12268550-1 SECURITY CLASS: Unclassified</p> <p><u>FIRST ORDERING YEAR</u></p> <p>NOUN: T-154 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 12268550-1 DATE: 14-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 18,750	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0092	<div><div><div>Supplies or Services and Prices/Costs</div><div>NSN: 2530-01-346-9233 FSCM: 19207 PART NR: 12268550-1 SECURITY CLASS: Unclassified</div><div>SECOND ORDERING YEAR</div><div>NOUN: T-154 TRACK SHOE ASSEMBLY</div><div>Description/Specs./Work Statement QUANTITY VARIATION: 1% OVER1% UNDER TOP DRAWING NR: 12268550-1 DATE: 14-MAR-2002 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance INSPECTION: OriginACCEPTANCE: Origin  FOB POINT: Origin</div></div></div>	EST 26,000	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0093	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-01-346-9233 FSCM: 19207 PART NR: 12268550-1 SECURITY CLASS: Unclassified</p> <p><u>THIRD ORDERING YEAR</u></p> <p>NOUN: T-154 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 12268550-1 DATE: 14-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 24,075	EA	\$ _____	\$ _____



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0094	<div><div><u>Supplies or Services and Prices/Costs</u></div><div>NSN: 2530-01-346-9233 FSCM: 19207 PART NR: 12268550-1 SECURITY CLASS: Unclassified</div><div><u>FOURTH ORDERING YEAR OPTION</u></div><div>EST 11,688</div><div>NOUN: T-154 TRACK SHOE ASSEMBLY</div><div><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER1% UNDER TOP DRAWING NR: 12268550-1 DATE: 14-MAR-2002</div><div><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A</div><div><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin</div><div>FOB POINT: Origin</div></div>		EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0095	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-01-346-9233 FSCM: 19207 PART NR: 12268550-1 SECURITY CLASS: Unclassified</p> <p><u>FIFTH ORDERING YEAR OPTION</u></p> <p>NOUN: T-154 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 12268550-1 DATE: 14-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 21,400	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101	<div><div><div>Supplies or Services and Prices/Costs</div><div>NSN: 2530-01-442-9686 FSCM: 19207 PART NR: 12359466-7 SECURITY CLASS: Unclassified</div><div>FIRST ORDERING YEAR</div><div>NOUN: T-157I TRACK SHOE ASSEMBLY</div><div>Description/Specs./Work Statement QUANTITY VARIATION: 1% OVER1% UNDER TOP DRAWING NR: 12359466-7 DATE: 19-MAR-2002 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance INSPECTION: OriginACCEPTANCE: Origin  FOB POINT: Origin</div></div></div>	EST 74,761	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-01-442-9686 FSCM: 19207 PART NR: 12359466-7 SECURITY CLASS: Unclassified</p> <p><u>SECOND ORDERING YEAR</u></p> <p>NOUN: T-157I TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 12359466-7 DATE: 19-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 71,429	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-01-442-9686 FSCM: 19207 PART NR: 12359466-7 SECURITY CLASS: Unclassified</p> <p><u>THIRD ORDERING YEAR</u></p> <p>NOUN: T-157I TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 12359466-7 DATE: 19-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 84,835	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0104	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-01-442-9686 FSCM: 19207 PART NR: 12359466-7 SECURITY CLASS: Unclassified</p> <p><u>FOURTH ORDERING YEAR OPTION</u></p> <p>NOUN: T-157I TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 12359466-7 DATE: 19-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 73,258	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0105	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-01-442-9686 FSCM: 19207 PART NR: 12359466-7 SECURITY CLASS: Unclassified</p> <p><u>FIFTH ORDERING YEAR OPTION</u></p> <p>NOUN: T-157I TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 12359466-7 DATE: 19-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 64,286	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0111	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-01-435-5175 FSCM: 19207 PART NR: 12387880-1 SECURITY CLASS: Unclassified</p> <p><u>FIRST ORDERING YEAR</u></p> <p>EST 151,800</p> <p>EA</p> <p>\$ _____</p> <p>\$ _____</p> <p>NOUN: T-158LL TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 12387880-1 DATE: 12-MAR-2002</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0112	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-01-435-5175 FSCM: 19207 PART NR: 12387880-1 SECURITY CLASS: Unclassified</p> <p><u>SECOND ORDERING YEAR</u></p> <p>NOUN: T-158LL TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 12387880-1 DATE: 12-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 133,068	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0113	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-01-435-5175 FSCM: 19207 PART NR: 12387880-1 SECURITY CLASS: Unclassified</p> <p><u>THIRD ORDERING YEAR</u></p> <p>NOUN: T-158LL TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 12387880-1 DATE: 12-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 122,775	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0114	<div><div><div>Supplies or Services and Prices/Costs</div><div>NSN: 2530-01-435-5175 FSCM: 19207 PART NR: 12387880-1 SECURITY CLASS: Unclassified</div><div>FOURTH ORDERING YEAR OPTION</div><div>NOUN: T-158LL TRACK SHOE ASSEMBLY</div><div>Description/Specs./Work Statement QUANTITY VARIATION: 1% OVER1% UNDER TOP DRAWING NR: 12387880-1 DATE: 12-MAR-2002 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: B Inspection and Acceptance INSPECTION: OriginACCEPTANCE: Origin  FOB POINT: Origin</div></div></div>	EST 125,227	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0115	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-01-435-5175 FSCM: 19207 PART NR: 12387880-1 SECURITY CLASS: Unclassified</p> <p><u>FIFTH ORDERING YEAR OPTION</u></p> <p>NOUN: T-158LL TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 12387880-1 DATE: 12-MAR-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: B <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 99,275	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0121	<div><div><u>Supplies or Services and Prices/Costs</u></div><div>NSN: 2530-01-234-1917 FSCM: 19207 PART NR: 12352500-1 SECURITY CLASS: Unclassified</div><div><u>FIRST ORDERING YEAR</u></div><div>EST 37,500</div><div>EA</div><div>\$</div><div>\$</div><div>NOUN: T-164 TRACK SHOE ASSEMBLY</div><div><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER1% UNDER TOP DRAWING NR: 12352500-1 DATE: 19-JUN-2002</div><div><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A</div><div><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin</div><div>FOB POINT: Origin</div></div>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0122	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-01-234-1917 FSCM: 19207 PART NR: 12352500-1 SECURITY CLASS: Unclassified</p> <p><u>SECOND ORDERING YEAR</u></p> <p>EST 37,500</p> <p>EA</p> <p>\$</p> <p>\$</p> <p>NOUN: T-164 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 12352500-1 DATE: 19-JUN-2002</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0123	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-01-234-1917 FSCM: 19207 PART NR: 12352500-1 SECURITY CLASS: Unclassified</p> <p><u>THIRD ORDERING YEAR</u></p> <p>NOUN: T-164 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 12352500-1 DATE: 19-JUN-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 37,500	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0124	<p><u>Supplies or Services and Prices/Costs</u></p> <p>NSN: 2530-01-234-1917 FSCM: 19207 PART NR: 12352500-1 SECURITY CLASS: Unclassified</p> <p><u>FOURTH ORDERING YEAR OPTION</u></p> <p>NOUN: T-164 TRACK SHOE ASSEMBLY</p> <p><u>Description/Specs./Work Statement</u> QUANTITY VARIATION: 1% OVER 1% UNDER TOP DRAWING NR: 12352500-1 DATE: 19-JUN-2002 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	EST 37,500	EA	\$ _____	\$ _____



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0125	<div><div><div>Supplies or Services and Prices/Costs</div><div>NSN: 2530-01-234-1917 FSCM: 19207 PART NR: 12352500-1 SECURITY CLASS: Unclassified</div><div>FIFTH ORDERING YEAR OPTION</div><div>NOUN: T-164 TRACK SHOE ASSEMBLY</div><div>Description/Specs./Work Statement QUANTITY VARIATION: 1% OVER1% UNDER TOP DRAWING NR: 12352500-1 DATE: 19-JUN-2002 Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN TECH DATA LEVEL PRESERVATION: Military LEVEL PACKING: A Inspection and Acceptance INSPECTION: OriginACCEPTANCE: Origin  FOB POINT: Origin</div></div></div>	EST 37,500	EA	\$	\$

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-02-R-N139 <b>MOD/AMD</b>	<b>Page 66 of 122</b> <b>REPRINT</b>
<b>Name of Offeror or Contractor:</b>		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.211-4015 (TACOM)	CONFIGURATION CONTROL - ENGINEERING CHANGES	JUL/2002

- (a) DEFINITIONS:
- (1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.
- (2) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request before you deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.
- (3) Value Engineering Change Proposal (VECP). A proposal that --
- (i) Requires a change to the instant contract; and
- (ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --
- (A) In deliverable end item quantities only;
- (B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
- (C) To the contract type only.
- (4) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.
- (b) When will TACOM start processing change requests? TACOM won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.
- (c) Contractor Responsibility. ECPs, VECPs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDD) which can be found at the following website: <http://contracting.tacom.army.mil/engr/engrchange.htm>. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.
- (1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is majewski@tacom.army.mil.
- (2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 100 megabyte Zip\*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.
- (3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:
- (i) Files readable using these Microsoft 97 Office Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
- (ii) Files in Adobe PDF (Portable Document Format).
- (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.
- (iv) Other electronic formats. Before preparing your ECPs, VECPs or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.
- (d) Submittal Procedures for ECPs/VECPs/RFDs.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-02-R-N139 <b>MOD/AMD</b>	<b>Page 67 of 122</b> REPRINT
<b>Name of Offeror or Contractor:</b>		

- (1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.
- (2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

ECPs, VECPS, and RFDs. Email a copy of the contractor's request and ACO comments (DD Form 1998) to the engineer (-2-) and the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

(f) Approval of ECPs, VECPS and RFDs.

(1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.

(2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.

(3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.

(g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.

(h) Reminder - Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.

(i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.

(j) Questions.

(1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).

(2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

C-2	52.211-4053 (TACOM)	REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)	MAR/2000
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(a) The purchase description or Technical Data Package (TDP) for this contract incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this contract, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: MIL-C-16173 and MIL-C-81562.

(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can

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reach by using this URL: <http://contracting.tacom.army.mil/ciods.html>

[End of Clause]

C-3	52.246-4053 (TACOM)	USE OF MIL-STD 1916	JAN/2001
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The Government will not accept lots whose samples submitted for acceptance contain nonconformances unless appropriately documented and approved by the contracting officer. The contractor shall use MIL-STD-1916, DOD Preferred Methods of Acceptance of Product. The Verification Level (VL) shall be VL IV for major characteristics and VL II for minor characteristics. MIL-HDBK-1916 provides guidance on the use of MIL-STD 1916. This handbook is not contractually binding.

[End of Clause]

C-4	52.211-4008 (TACOM)	DRAWING LIMITATIONS	NOV/2002
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(a) The drawings supplied with this contract are not shop or process drawings. They are engineering design drawings. They are adequate to permit manufacture, and:

- (1) depict the completed (item(s), and
- (2) serve as the basis for inspection of the completed item(s).

(b) These drawings DON'T cover intermediate drawings/specifications or steps in the manufacturing process. As a result, even if you meet all the dimensions and tolerances specified in the engineering design drawing for each individual part, a cumulative unacceptable fit for the contract item could result.

(c) YOU ARE RESPONSIBLE for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.

(d) The Contractor agrees that he has obtained all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. The contractor is responsible for having all drawings and specifications. Delivery delays are not excusable where the contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Contracting Officer or Contract Specialist prior to the solicitation closing date.

(e) If you fail to produce an end item with a cumulative fit that conforms to Government drawings, specifications or other supplemental manufacturing documentation, you'll be responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

[End of Clause]

C-5	52.211-4021 (TACOM)	WELDING SYMBOLS - CLARIFICATION OF GROOVE WELDING SYMBOL	APR/1995
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You must interpret welding symbols in accordance with AWS A2.4, except in the case of groove welds. In the case of groove welds, if the drawing doesn't specify an effective throat and/or weld size, interpret the dimension to the left of the groove welding symbol to mean both depth of preparation and effective throat/weld size.

[End of Clause]

C-6	52.246-4014 (TACOM)	SUPPLEMENTAL STATEMENT OF WORK: C = 0 SAMPLING PLAN	OCT/1995
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(a) The following contract requirements replace all requirements for AQL-based sampling plans that appear in this contract's Technical Data Package (TDP) or specification, to include MIL-STD-105.

(b) The Government does not intend to accept non-conforming products from you unless appropriately documented and approved in advance, in accordance with this contract. To accomplish this objective you will perform the contract using the C = 0 Sampling Plan in paragraph (f) of this clause.

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(c) One or more of the specifications, drawings and Quality Assurance Provisions (QAPs, QARs, SQAPs) contained in this contract require sampling in accordance with MIL-STD-105. MIL-STD-105 has been cancelled. Therefore, use the C = 0 Sampling Plan contained in this clause in lieu of MIL-STD-105 and any other Acceptable Quality Level (AQL)-based sampling plans required or referenced in the contract's drawings or specifications.

(d) You will use the C = 0 Sampling Plan for inspection of purchased and manufactured material where sampling plans are applied. You also will implement these requirements with your suppliers as new purchase orders are released in order to perform this contract.

(e) You may request approval of an alternative to this C = 0 Sampling Plan by writing to the Procuring Contracting Officer (PCO). Any such written request must describe the proposed alternative plan in sufficient detail so that the PCO can evaluate your proposal. No such alternative has been accepted or approved until it has been formally accepted by the Procuring Contracting Officer, by means of a modification to this contract.

(f) The following chart, together with the annotations and notes that appear below it, apply in lieu of AQL requirements. Note that the "AQL" levels given at the top of the chart are for reference only.

C = 0 SAMPLING PLAN\*

AQL	Major		Minor		Minor			
	Tightened	Start	Tightened	Start	Tightened	Start		
Lot Size	.65	1.0	1.5	2.5	4.0	6.5	10.0	S2N
2 - 8	ALL	ALL	ALL	5	3	2	2	2
9 - 15	ALL	13	8	5	3	2	2	2
16 - 25	20	13	8	5	3	3	2	2
26 - 50	20	13	8	5	5	5	3	3
51 - 90	20	13	8	7	6	5	4	3
91 - 150	20	13	12	11	7	6	5	3
151 - 280	20	20	19	13	10	7	6	3
281 - 500	47	29	21	16	11	9	7	3
501 - 1200	47	34	27	19	15	11	8	3
1201 - 3200	53	42	35	23	18	13	9	3
3201 - 10000	68	50	38	29	22	15	9	9
10001 - 35000	77	60	46	35	29	15	9	9
35001 - 150000	96	74	56	40	29	15	9	9
150001 - 500000	119	90	64	40	29	15	9	9
500001 and Over	143	102	64	40	29	15	9	9
Major								
Lots Accepted	--*-->	--5-->	--5-->	--5-->	--5-->	--5-->	--5-->	--5-->
Lots Rejected	100% insp <--4--	<--1--	<--1--	<--1--	<--1--	<--1--	<--1--	<--1--
Minor								
Lots Accepted	N/A	N/A	--*-->	--5-->	--5-->	--5-->	--5-->	--5-->
Lots Rejected	N/A	N/A	100% insp <--4--	<--1--	<--1--	<--1--	<--1--	<--1--

N/A = Not Applicable

- \* Accept lot on 0 defects and reject lot on 1 defect.
- \* Characteristics identified as Major initially start at 1.0 AQL. Characteristics identified as Minor initially start at 4.0 AQL. However, the Historical record of accepted/rejected lots shall be used to determine the applicable sampling starting point.
- \* Level of inspection may be reduced 1 AQL for every 5 consecutive accepted lots.
- \* Level of inspection shall increase 1 AQL for every rejection to maximum of 1 AQL tighter than the starting AQL (i.e. Major Tightened = .65 AQL and Minor tightened = 2.5 AQL).
- \* 100% inspection shall be instituted if 4 lots are rejected, before 5 consecutive lots are accepted, while under tightened inspection.
- \*\* Move from 100% inspection to tightened after the cause for rejection has been identified and corrective action to eliminate

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the cause(s) and prevent its recurrence has been implemented.

[End of Clause]

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SECTION D - PACKAGING AND MARKING

	Regulatory Cite	Title	Date
D-1	52.247-4003 (TACOM)	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS THROUGH THE DEFENSE TRANSPORTATION SYSTEM (DTS) FROM OCONUS CONTRACTOR FACILITIES (F.O.B. ORIGIN)	MAR/2002

(a) All shipments to water or air ports for transshipment to (i) destinations in the continental United States (CONUS), or (ii) other areas outside the continental United States (OCONUS), are subject to clearance and documentation procedures in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP).

(b) Notwithstanding other requirements in this contract with respect to marking of shipments, all shipments moving through the DTS will be marked in accordance with the requirements of MILSTAMP, MIL-STD-129, Military Standard Marking for Shipment and Storage, including bar code markings.

[End of Clause]

D-2	52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	JUL/2002
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ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEABILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

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SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.242-4008 (TACOM)	ROUTING OF SPECIAL PROCESS APPROVALS	AUG/1994

(a) Specifications MIL-C-16173 and MIL-C-81562, which are part of the technical data package for this contract, may require you to get approval from us prior to production for one or more special processes involved in producing this item. You are required to get prior approval unless the specification says otherwise.

(b) You will prepare the written procedures as the specification requires. You will then route the procedure through the Administrative Contracting Officer (ACO) for review and comment. Once you get the procedure back from the ACO, you will then forward it to the Procuring Contracting Officer (PCO) at TACOM for final approval. The correct address for the PCO is on the face page of this contract.

(c) You will cite (i) the contract number and (ii) the governing specification or standard on all procedures you submit for approval.

[End of Clause]

E-4	52.211-4016 (TACOM)	CARC PAINT-PRETREATMENT REQUIREMENTS FOR FERROUS AND GALVANIZED SURFACES	SEP/2002
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(a) Ferrous and galvanized surfaces shall be cleaned and pretreated with a Type 1, microcrystalline, zinc phosphate system per TT-C-490. Alternate pretreatment systems for ferrous substances must meet the performance tests specified in paragraphs 3.5.7, 3.5.8, 4.2.7, and 4.2.8 of TT-C-490. Corrosion resistance tests will be conducted on a monthly basis (two test coupons) after the process has been found to be in statistical control. Process control tests for alternative systems must ensure that the process remains in control and must be documented and approved by TACOM. Testing must be performed on the same substrate and the same thickness of primer minus topcoat used in production. Unless otherwise specified, MIL-P-53022 and -53030 primers shall be salt spray tested for 336 hours. All electrocoat primers shall be tested for 1000 hours. Test coupons shall be scrapped with a one inch (approximate) metal blade such as a putty knife between 24 and 168 hours after removal from the neutral salt spray cabinet for coupon evaluation. Any inorganic crystalline pretreatment is limited to a maximum build equivalent of 500 mg. per square foot to minimize chipping of the CARC system. All TT-C-490, zinc phosphate pretreatment systems must be documented and approved by the procuring activity prior to use. The procedure containing all the elements specified in paragraph 3.2 of TT-C-490 shall be submitted to the procuring activity no less than 45 days prior to use. Qualification will consist of verification that the process with its controls can meet the performance requirements in the specification. The performance of alternate systems must be demonstrated and approved by the procuring activity. If the TT-C-490 Type 1 system has not been previously approved by TACOM, it must be documented and submitted for approval as specified in the specification. Zinc phosphate systems for galvanized substrates require separate qualification. A list of previously qualified zinc phosphate application facilities is available from TACOM, Materials Engineering Team, (810) 574-5083. Regualification of the process will be required if the process is changed outside the limits defined in the TAOCM letter of system acceptance provided to the application facility.

(b) Qualification of pretreatment systems for galvanized substrates shall be performed using Accelerated Corrosion Test protocol contained in GM 9540P, Method B, rather than salt spray. Test coupons with primer only shall be cured for seven days, and scribed thru the primer. After 40 cycle test exposure, the test coupons shall be scrapped at a 30 degree contact angle (approximate) with a one inch (approximate) metal blade, such as a putty knife, both parallel and perpendicular to the scribe. There shall be no more than 3 mm. of rust creep (zinc corrosion products), blistering, or loss of paint adhesion from the scribe line and no more than 5 blisters in the field with non greater than 1 mm. This test shall be performed at two month intervals (two test coupons) to ensure that the process is in control. An alternative test for verifying process control is GM 9511P for 10 cycles.

(c) Performance tests for process control are highly dependent on the type, thickness, and VOC level of the organic coating (primer) film and its adhesion to the substrate. Any change to the solvents used in the primer or changing the brand of primer will require retesting of the system. The test coupons must duplicate the production painting process as closely as possible. Primer test coupons shall represent both the minimum and maximum nominal dry film thickness. Due to the wide variation in zinc thickness with the hot dip galvanizing process, the dry film thickness of the primer will be verified with a Tooke gage or equivalent for the purpose of production and process control.

(d) The use of vinyl wash primer (DOD-P-15328) is prohibited due to its hexavalent chromium content and high VOC level.

[End of Clause]



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E-5	52.211-4030	BASIC APPLICATION AND TESTING REQUIREMENTS FOR CHEMICAL AGENT	JAN/2003
	(TACOM)	RESISTANT COATINGS (CARC) ON METALLIC SURFACES	

(a) Scope: The requirements contained herein apply whenever any or all of the following specifications are cited in the contract:

MIL-C-46168  
MIL-C-53039  
MIL-C-22750

MIL-DTL-64159

(b) CARC Primers: The preferred CARC primer for all applications is cathodic, epoxy electrocoat per MIL-C-53084. This primer can be directly substituted whenever MIL-P-53022 or MIL-P-53030 is specified on a drawing or specification. The dry film thickness table below contains mandatory minimum and maximum dry film thickness requirements. Failure of production painted hardware to comply with these ranges will dramatically impact the corrosion resistance and/or chip resistance of the CARC coating system. If the contractor does not possess the personnel or equipment to meet these mandatory thickness requirements, then cathodic epoxy electrocoat must be used. Any part that has rust, heat treat or mill scale must be abrasive blasted prior to the application of any coating. Select powder coat primers which have 0.0 VOCs and 0.0 HAPS can also be used as a direct replacement for MIL-P-53022 and MIL-P-53030 primers. These powder coat primers, however, can only be applied by TACOM approved applicators. The qualification and application of these primers is controlled by "Performance Standard for Combat Grade Powder Coat Paint - U.S. Army - TACOM" and is available in electronic form. For a copy of this document, contact TACOM Materials/Environmental Team at 586-574-5083.

(c) CARC Application: The dip application of any coating listed in the table below (with the exception of epoxy electrocoat which is specifically designed for dip application) is prohibited.

(d) End-Item Paint Inspection: After the complete paint finish has been applied and cured\* (See \*Note, below), the Contractor shall test and inspect two units per lot for (i) workmanship, (ii) total paint film thickness, and (iii) paint adhesion. Unless otherwise agreed to between the Contractor and the cognizant Government quality assurance representative, a lot shall be defined as all units submitted for final Government acceptance at one time. The use of test panels in lieu of actual production units is prohibited. At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall at a minimum conform to the sum of the minimum thicknesses for individual elements of the paint finish as specified in Table I herein. Sufficient locations shall be spot-checked to ensure proper workmanship and paint thickness uniformity. The size and configuration of the unit as well as the number of vendors responsible for the paint finish of component parts shall be taken into consideration in determining the number of locations to be checked. The specific number of test locations shall be agreed to by the cognizant Government quality assurance representative in advance. In addition, two locations on each sample unit shall be selected to conduct the scribe tape test. The test locations shall be routinely varied among the following:

1. Directly adjacent to a weld
2. On or directly adjacent to a machine cut or sheared edge.
3. On any mechanically formed surface when lubricants/drawing compounds were used.
4. On paint touch-up areas.

The precise location for each scribe tape test shall be in an inconspicuous location that has been accepted by the cognizant Government quality assurance representative before the test is conducted.

Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required top coat so that the tested area again conforms to the applicable minimum specified in Table I herein.

\*Note: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon temperature, humidity, and paint film thickness. The time necessary to achieve sufficient adhesion to pass the scribe tape test must be determined by each facility. For purposes of this test, curing at ambient temperature will take 24 days. To accelerate the curing for purposes of product acceptance, the following procedure may be followed: Cure at 190 to 210 degrees F. for three hours (this is time at temperature and is therefore material thickness dependent), followed by 7 days at 65 degrees F. minimum.

(e) Test Methods:

1. Film Thickness. Film thickness shall be verified with a nondestructive film gage. The gage shall be suitable for measurements over the applicable substrate material and shall have sufficient accuracy to ensure compliance to the thickness limitations. The gage shall be capable of being calibrated. If no other calibration specification or requirement is identified elsewhere in this contract, then the gage shall be calibrated in accordance with ISO 10012.

2. Scribe Tape Test. The following test procedure shall be followed. The test surface shall be sufficiently warm and dry to ensure adhesion of the tape. All dimensions cited in this Scribe Tape Test description are approximate:

(a) Scribe four one-inch lines completely through the paint finish to the substrate, one sixteenth to three thirty-seconds of an inch apart.

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(b) Scribe four additional one-inch lines, completely through the paint finish, one sixteenth to three thirty-seconds of an inch apart, rotated 90 degrees with respect to the first set of lines. The resulting pattern shall contain nine squares.

(c) Press a length of A-A-1830, A-A-884, or any commercially available tape with a minimum adhesion rating of 45 oz. per inch of width firmly over the scribed pattern, rubbing out all air pockets.

(d) Wait 10 seconds, minimum. Grasp a free end of the tape and at a rapid speed strip it from the paint surface by pulling the tape back upon itself at 180 degrees.

NOTE: These two tests are not a substitute for corrosion tests such as neutral salt spray or accelerated corrosion tests which verify coating durability.

(f) Acceptance Criteria:

1. Film Thickness. All applicable surfaces shall have complete paint coverage. A minimum of 75% of the applicable surfaces of each test unit shall meet the minimum, cumulative dry film thickness requirements. Failure of either test unit shall result in rejection of the production lot that it represents.

DRY FILM THICKNESS TABLE

SPECIFICATION	DRY FILM THICKNESS (Mils)	(MANDATORY RANGE)
DOD-P-15328*	0.3 - 0.5	
MIL-PRF-23377	1.0 - 1.5	
MIL-P-53022, Type I MIL-P-53022, Type II	1.0 - 2.5	1.5 - 2.5
MIL-P-53030	1.5 - 2.5	
MIL-P-53084	0.8 - 1.5	
MIL-C-22750	1.3 - 2.5	
MIL-C-46168	1.8 MINIMUM	
MIL-C-53039	1.8 MINIMUM	
MIL-DTL-64159	1.8 MINIMUM	

\* May not be allowed per contract due to VOC and hexavalent chromium content.

2. Scribe Tape Test (Adhesion). The removal of two or more complete squares of top coat, or top coat-primer-pretreatment coating, from either test unit constitutes test failure and the production lot from which it comes is rejected. Removal of overspray does not constitute test failure.

Notice: The scribe tape test is designed to detect any major deficiency in the paint application process that would affect the durability of the CARC finish. Typical causes of failure are:

- (1) Inadequate cleaning of the substrate.
- (2) Contamination of the surface between coatings.
- (3) Excessive paint film thickness in a single coating application.
- (4) Application of a coating over a previous coating which has not been adequately cured.

(end of clause)

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E-6                    52.211-4069                    WELDING INSPECTION REQUIREMENTS                    MAR/2001  
(TACOM)

(a) INSPECTION: As the contractor, during performance of this contract you will verify weld quality and workmanship using qualified inspectors trained to perform these inspection functions. Acceptable qualification of your inspectors may be based on:

- (1) current or previous certification as an AWS Certified Welding Inspector; or
- (2) current or previous certification by the Canadian Welding Bureau (CWB); or

(3) inspection performed by an engineer or technician who is competent in the use of weld inspection techniques and equipment, on the basis of (i) formal training or (ii) experience, or both, in metals fabrication, inspection, and testing.

(b) NON BALLISTIC VISUAL INSPECTION. You will perform all non-ballistic visual inspections of weld quality and workmanship for structural steel in accordance with Section 6 of AWS D1.1-96. For structural aluminum, you may perform non-ballistic visual inspections of weld quality and workmanship using the guidelines given in MIL-STD-370A, dated 21 Sep 93.

(c) BALLISTIC VISUAL INSPECTION. You will perform all ballistic visual inspections in accordance with section 6 of the UDLP/TACOM Ground Combat Vehicle Code--Aluminum, dated July 1996. Copies of this document can be obtained by written request to:

Commander, US Army Tank-automotive and Armaments Command  
ATTN: AMSTA-TR-E/Materials  
Warren, MI 48397-5000

[End of Clause]

E-7                    52.246-4017                    ALTERNATIVES TO LOT ACCEPTANCE SAMPLING (INCLUDING STATISTICAL                    FEB/2000  
(TACOM)                    PROCESS CONTROL (SPC))

(a) Offerors are encouraged to propose a defect prevention strategy in lieu of lot acceptance inspection and testing requirement cited in the technical data package. The Government recognizes that industry has developed numerous prevention based strategies which result in reduced process variation and promote continuous process improvement initiatives. Use of alternatives to lot acceptance sampling can provide offerors the latitude of implementing prevention based programs that are suitable to their particular mode of operation. Offerors are encouraged to submit their alternative proposals prior to award. Although the Government will entertain post award requests, there is no guarantee such requests will be accepted.

(b) Requests to use alternatives to lot acceptance sampling shall be provided to the Contracting Officer for review and approval or disapproval. Such request shall include:

- (1) Identification of the specific inspections and tests to be reduced or eliminated.
- (2) A description of your prevention based program. This should include such topics as training program and the performance of audits.
- (3) A description of the tools used to monitor and control the specific processes being evaluated. This should include such topics as criteria for determining out of control conditions and procedures to be used when an out of control condition is detected.
- (4) The results of a process performance study, and if available, the results of a process capability study.
- (5) For SPC data to be used as an alternative to lot acceptance sampling, the following conditions shall be met:

- (i) The process is in a state of statistical control using SPC control chart methods.
- (ii) Variable data: for Critical characteristics a CPK  $\geq$  2.00 (or equivalent capability) is achieved; for Major characteristics a CPK  $\geq$  1.33 (or equivalent capability) is achieved.
- (iii) Attribute data: for Critical Characteristics a process average of 100% of the product conforming to the specification; for Major characteristics a process average of 99.9937% of the product conforming to the specification.

(c) Proposals offered after award. The Contracting Officer is responsible for accepting or rejecting the alternate lot acceptance procedure submitted by the contractor. The contractor may submit an alternate lot acceptance procedure at any time during the performance of this contract. The Contracting Officer is responsible for accepting or rejecting the alternate procedure within 30 days of receipt. If the Government needs more time evaluate the alternate procedure, the Contracting Officer shall notify the contractor in

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writing, giving the reasons and the anticipated decision date. The contractor may withdraw its proposal at anytime prior to its incorporation by contract modification. Because offerors may withdraw their proposal at anytime, the Contracting Officer's failure to timely accept or reject the proposal shall not constitute grounds for claim against the Government. Any proposed and accepted procedure is not accepted, the Contracting Officer shall provide the contractor with written notification, explaining the reasons for rejection.

(d) Any equitable adjustment resulting from approval of an alternate lot acceptance procedure described in paragraph (c) above will be handled in accordance with the Changes clause of this contract.

(e) Until notification is received, the contractor is required to perform under this contract in accordance with the requirements herein, including lot acceptance inspection and testing.

[End of Clause]

E-8                      52.246-4019                      VISUAL INSPECTION CRITERIA FOR STEEL WELDMENTS                      MAR/2001  
(TACOM)

1. Application: MIL-STD-1261

2. Scope:

a. These criteria supplement paragraph 4.3 of MIL-STD-1261 and supersede paragraph 6.3.1.5 of MIL-W-46086 and paragraph 5.9.1.5 of MIL-STD-1941. AWS A3.0 shall be used to define all other welding terms not defined herein.

b. The limits established below represent the maximum discontinuities allowable for visual inspection of workmanship specimens and production steel weldments. (Note: Workmanship specimens which require cross-sectioning must also be evaluated for subsurface quality; these criteria are not contained herein.) Any discontinuity exceeding this limit is classified as defective and must be reworked or repaired dependent upon the nature and extent of the discontinuity. Weldments requiring subsurface weld inspection should be evaluated in accordance with the acceptance standard specified on the drawing in addition to these requirements.

3. Discontinuities:

a. Cracks - A weld crack is defined as a linear rupture resulting from excessive localized stress. Cracks can occur in the weld metal, fusion zone or heat affected zone.

No cracks are allowed

b. Porosity - Porosity is defined as a rounded cavity free of solid material resulting from gas entrapment during solidification.

(1) Maximum pore size shall be 1/16 inch.

(2) There shall be no more than six pores for any twelve inch length of weld. For small weldments with continuous welds less than twelve inches in length, they shall have proportionately fewer pores allowed (example: three pores maximum for six inch length of weld).

c. Overlap - Overlap is defined as a protrusion of weld metal beyond the bond at the toe of the weld.

(1) A radiused tie-in must exist with the parent metal.

(2) The overlap condition must not exceed 10% of the total weld length.

d. Slag Inclusion - Slag inclusion is defined as a non-metallic solid material entrapped in or on the weld metal or between the weld metal and base metal. This discontinuity is applicable to SMA and FCAW processes.

No slag inclusions are allowed.

e. Undercut - Undercut is defined as a groove melted into the base material adjacent to the toe of the weld and left unfilled by weld metal.

(1) For base materials .25 inch and less in thickness, no undercutting is permitted.

(2) For base materials greater than .25 inch thickness:

(a) The maximum depth of undercut shall be 1/32 inch.

(b) The undercut must have a width not less than twice the depth.

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<b>Name of Offeror or Contractor:</b>		

(c) The length of undercut shall not exceed two inches cumulative in any continuous 24 inch length of weld. For continuous welds less than 24 inches in length, the maximum cumulative length shall be in direct proportion to this limit or one inch, whichever is greater. (For example: for an eight inch continuous length of weld, maximum cumulative allowable undercut length is one inch).

4. Weld Size:

a. Fillet Welds:

- (1) Fillet welds shall be measured using fillet weld gages.
- (2) For welds one-fourth inch and less, the weld size is the minimum as specified on the drawing symbol.
- (3) For fillet welds larger than one-fourth inch, the weld may be undersize by 1/16 inch for a maximum length of 10% of the continuous weld length.

b. Groove Welds:

No underfill is allowed.

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E-9	52.246-4023	STATISTICAL PROCESS CONTROL (SPC)	FEB/1998
	(TACOM)		

(a) Definitions. Refer to ANSI-EI Standard 557, Statistical Process Control Systems, for a listing of terms and definitions used in this clause that are associated with statistical process control (SPC).

(b) As the contractor, you will ensure the quality of the items furnished on this contract, whether produced at your facility or at a subcontractor's/vendor's facility, using SPC techniques that are based on statistically valid and established methods. A description of your SPC program must be submitted as part of your proposal in response to the solicitation (see Section L). Upon contract award, the SPC program described by the successful offeror becomes part of the contract.

(c) The SPC program is intended to be dynamic. It may be changed when changes are of a constructive nature, and do not adversely affect the quality of the process, and product. The designated Government Quality Assurance Representative, (QAR), shall be allowed to review all proposed changes to your program prior to implementation.

(d) As a minimum, your SPC program must address the following elements as they will apply throughout the life of the proposed contract.

- (1) Identification of the specific statistical process control techniques that you will apply, for all processes that use SPC.
- (2) Process capability (Cpk) studies for the processes being controlled. For variable data, the minimum Cpk for statistical control shall be 1.33. For attribute data, a minimum process average of 99.73% is required. For critical parameters/characteristics, the minimum Cpk shall be 2.0.
- (3) Criteria for determining out-of-control conditions.
- (4) Corrective actions to be taken if an out-of-control condition is detected.
- (5) A description of the training program used to implement and support your SPC program.
- (6) A plan for the performance of audits, and the methods for review and analysis of the audit results.
- (7) Your system for the identification and selection of characteristics for the application of SPC. Candidate characteristics shall be composed of (i) critical and major product and performance characteristics identified in the Technical Data Package (TDP), and other contract documents, (ii) characteristics deemed vital or significant based on a formal process analysis, and (iii) characteristics identified by performing Pareto Analysis on internal and external failures.

(8) Description of each process to be controlled, showing the sequence of operation and inspections to be performed. This description can be in the form of a flow chart or written narrative.

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**Name of Offeror or Contractor:**

(9) Method for verifying effectiveness of SPC at subcontractor's facilities.

(10) Application, and use of Pareto Analysis, i.e. (i) analyze the need for new process control projects, and (ii) ensure that established controls are achieving continuous improvement.

(e) You may request a reduction or elimination of contractually required lot sampling based on demonstrated effectiveness of your SPC program. To obtain our approval of such reduction, submit a request that refers to this clause. The request must include documentation, acceptable to the ACO, including process and inspection capability studies, control chart trends, and results of final inspections. Any reduction of inspection shall apply to the plant or supplier specified in the request, and shall be subject to audit by you, and by us.

(f) We reserve the right to withdraw any approval for reduced inspections, if we (i) see any indication of loss of process control or deterioration in product quality, where (ii) an assignable cause cannot be readily identified, corrected and permanently resolved. Notification of such withdrawal will be in writing from the ACO-designated Government QAR, or the Administrative or Procuring Contracting Officer (ACO or PCO).

(g) Your SPC program shall be subject to evaluation throughout the life of the contract by the ACO/QAR as part of your quality program. The evaluation will verify compliance to the requirements of your SPC program that forms a part of this contract, as described elsewhere in this contract, and as defined above in this clause.

[End of Clause]

E-10	52.246-4025	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM	OCT/1997
	(TACOM)	REQUIREMENT	

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system may be based on (i) international quality standards such as the ISO 9000 series, or (ii) military, or (iii) commercial, or (iv) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- [ ] ISO 9001
- [ ] ISO 9002
- [ ] QS 9000
- [ ] ANSI/ASQ Q9001
- [ ] ANSI/ASQ Q9002
- [ ] Other, specifically \_\_\_\_\_

(Note: if you check the "Other" block because you intend to use an in-house quality system, or one based on a commercial, national, or international system not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "Other," you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

(c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]

E-11	52.246-4028	INSPECTION POINT: ORIGIN	FEB/1994
	(TACOM)		

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT: \_\_\_\_\_  
(Name)

Name of Offeror or Contractor:

(Address) (City) (County) (State) (Zip)

SUBCONTRACTOR'S PLANT:

(Name)

(Address) (City) (County) (State) (Zip)

[End of Clause]

E-12 52.246-4048 DRAWINGS FOR INSPECTION NOV/1982  
(TACOM)

The Contractor shall make available to the Government Inspector, at the time of production inspection, legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated as to the latest revision incorporated therein. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

[End of Clause]

E-4 INSPECTION AND ACCEPTANCE

IN ADDITION TO INSPECTION AND ACCEPTANCE REQUIREMENTS IN THE DRAWINGS AND SPECIFICATIONS THE FOLLOWING ALSO APPLY:

FOR T-132 TRACK PRE-PRODUCTION PROCESS QUALIFICATION REQUIRED. INITIAL PRODUCTION APPROVAL REQUIRED. MAGNETIC PARTICLE AND RADIOGRAPHIC INSPECTIONS REQUIRED. PRODUCTION QUALITY CONTROL INSPECTIONS REQUIRED.

FOR T-136 TRACK INITIAL PRODUCTION APPROVAL REQUIRED PER QS. SPECIAL PROCESS INSPECTIONS (HEAT TREAT/HARDNESS) REQUIRED PER QS. PRODUCTION QUALITY CONTROL TESTS REQUIRED PER QS. THIS IS A CRITICAL APPLICATION COMPONENT.

SPECIFIC TEST AND INSPECTION EQUIPMENT REQUIREMENTS CITED ON DRWGS DE 10927731 AND DE 10927732 ARE INCLUDED FOR INFORMATION ONLY. ONLY. YOU MAY USE OTHER STANDARD OR COMMERCIAL INSPECTION AND TEST EQUIPMENT THAT HAS THE CAPABILITY OF VERIFYING THE REQUIRED CHAACTERISTICS.

FOR T-142 TRACK DRAWING 11645128 IDENTIFIES SUPPLEMENTARY QUALITY ASSURANCE PROVISION (SQAP) 11645128, SHEET 4 OF THIS SQAP IS NOT AVAILABLE AND WILL NOT BE USED FOR THIS PROCUREMENT.

FOR T-154 TRACK INITIAL PRODUCTION APPROVAL REQUIRED PER QS DOCUMENTS; PRODUCTION QUALITY CONTROL TESTING REQUIRED; 100% MAGNETIC PARTICLE INSPECTION REQUIRED; SPECIAL PROCESS INSPECTIONS (I.E., SURFACE HARDENING) AND TESTING (I.E., PROOF LOAD) REQUIRED.

\*\*\* END OF NARRATIVE E 001 \*\*\*

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAE07-02-R-N139      <b>MOD/AMD</b></p>	<p align="center"><b>Page 80 of 122</b></p> <p align="center">REPRINT</p>
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**Name of Offeror or Contractor:**

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	JUN/1988
F-5	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-6	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-7	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

  1   percent increase; and  
  1   percent decrease.

(c) This increase or decrease shall apply to entire contractual quantity.

[End of Clause]

F-8	52.242-4457 (TACOM)	DELIVERY SCHEDULE FOR DELIVERY ORDERS	OCT/2002
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(a) Unless we specify a different delivery schedule in an individual delivery order, the following delivery schedule applies to delivery orders under this contract:

(1) Start deliveries 180 days after the delivery order date. Continue delivering every thirty days, if necessary, until all items are delivered. Exceptions are listed on page 81.

(i) You'll deliver a minimum of 30 units every 30 days;

(ii) You can deliver more than the minimum number of units every thirty days: At no additional cost to the Government.

(2) Delivery is defined as follows:

(i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual delivery order.

(ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual delivery order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the delivery order, to ensure that the item reaches its destination by the time reflected in the delivery order.

(3) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, your offer may be determined unacceptable for award.

(b) CONTRACTOR'S PROPOSED SCHEDULE:

(1) I WILL START DELIVERIES \_\_\_\_\_ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, \_\_\_\_\_ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED. DELIVERIES ON SUBSEQUENT DELIVERY ORDERS WILL START \_\_\_\_\_ DAYS AFTER DELIVERY ORDER AWARD DATE.

(2) I WILL DELIVER A QUANTITY OF \_\_\_\_\_ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF \_\_\_\_\_ UNITS EVERY 30 DAYS.

(3) ATTENTION: IF YOU DO NOT INSERT A MAXIMUM QUANTITY ABOVE, YOU MAY BE REQUIRED TO DELIVER UP TO A MAXIMUM QUANTITY OF 20,000 EVERY 30 DAYS.

[End of Clause]



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**Name of Offeror or Contractor:**

F-9                      52.247-65                      F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS                      JAN/1991

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-10                      52.247-4005                      SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT                      FEB/2002  
(TACOM)

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government Bill(s)/Commercial of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

- (1) Government Bills of Lading and

(2) Routing and other instructions, including MILSTAMP (Military Standard Transportation and Movement Procedure), as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

F-11                      52.247-4017                      DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR                      JAN/2001  
(TACOM)                      ADDRESSES

Rail/ Motor SPLC*	MILSTRIP Address Code	Rail Ship To:	Motor Ship To:	Parcel Post Mail To:
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001
875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot	Transportation Officer XU Def Dist Depot	Transportation Officer Dist Depot San Joaquin

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**Name of Offeror or Contractor:**

		San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	P O Box 96001 Stockton, CA 95296-0130
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

\*\*\*SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot  
Red River Army Depot  
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

F-12 DELIVERY ORDER LIMITATIONS

	<u>TRACK</u> <u>CONFIG.</u>	<u>MINIMUM</u> <u>PER D.O.</u>	<u>MINIMUM</u> <u>MONTH</u>	<u>MAXIMUM</u> <u>MONTH</u>	<u>START DELIVERIES</u> <u>DAYS AFTER D.O.</u>
CLIN 0001	T-107	5,000	5,000	15,000	240
CLIN 0002	T-130	5,000	5,000	50,000	180
CLIN 0003	T-132	5,000	5,000	10,000	180
CLIN 0004	T-136	5,000	5,000	12,000	180
CLIN 0005	T-138	5,000	5,000	10,000	180
CLIN 0006	T-142	5,000	5,000	10,000	180
CLIN 0007	T-144	800*	800*	5,000*	240
CLIN 0008	T-150	5,000	5,000	5,000	180
CLIN 0009	T-154	5,000	5,000	6,000	180
CLIN 0010	T-157I	5,000	5,000	20,000	180
CLIN 0011	T-158LL	5,000	5,000	20,000	180
CLIN 0012	T-164	5,000	5,000	10,000	180

\* QUANTITIES APPLY TO INDIVIDUAL SHOES, NOT PART NUMBER QUANTITY WHICH INCLUDES 8-SHOE STRIPS.

VARIATION FROM ABOVE QUANTITIES SUBJECT TO AGREEMENT BY BOTH PARTIES.

\*\*\* END OF NARRATIVE F 001 \*\*\*

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SECTION G - CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
G-1	52.246-4045 (TACOM)	CRITICALITY OF THE CONTRACT ITEM	AUG/1994

The contract item has critical application. Before we formally accept the contract item, you or we must perform specific critical inspections of the supplies as the quality assurance requirements in the TDP (Technical Data Package) mandate. Reference DFARS 246.203(c).

[End of Clause]

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**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-2	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-3	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
H-4	252.225-7007	BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM	SEP/2001
H-5	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-6	252.225-7010	DUTY-FREE ENTRY--ADDITIONAL PROVISIONS	AUG/2000
H-7	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-8	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
H-9	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through three years from date of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

H-10	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 5,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract. SEE EXCEPTIONS PAGE 81.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of (SEE PAGE 81).

(2) Any order for a combination of items in excess of (SEE PAGE 81).

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

H-11	52.216-21	REQUIREMENTS	OCT/1995
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(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six and one half (6 1/2) years after contract award.

[End of Clause]

H-12	52.217-4002	OPTIONS FOR ADDITIONAL QUANTITIES AND FOR EXTENSION IN CONTRACT TERM -	JAN/1997
	(TACOM)	SEPARATELY PRICED LINE ITEM	

(a) As the Government, we have the right to increase the maximum quantity and extend the effective period of the contract in as many as two 1-year increments. Each option covers 1 year, and if exercised will extend the contract life, and will proportionately increase the maximum quantity under the contract, as further described below. These options are successive, and the 5th year option cannot be exercised unless the 4th year option is exercised first. However, if the Government exercises the 4th year option, we are not obligated to exercise the 5th year option.

(b) The first option (4th year) extends the effective period of the contract by 12 months, and extends the potential contract period of performance as outlined in this paragraph (b). If the first option is exercised, the maximum quantity that the Government may order under the contract will be increased above the maximum that applied before the option was exercised. The first option (4th year) may be exercised by the Government at any time, but not later than 1,050 days after contract award. If this option is exercised, the estimated maximum contract quantity shall be increased by 30,653; 38906; 1; 0; 1; 5,33313; 432; 38,750; 11688; 73,258; 1252,227;37,500 from 73,032; 177,794; 6,252; 6,250; 29,271; 5,538; 1,279; 55,000; 68,825; 231,025; 407,643; 112,500 to 103,685; 216,700; 6,253; 6,250; 29,272; 10,851; 1,731; 93,750; 80,513; 304,283; 532;870; 150,000. The contractor will not be obligated to make any deliveries under this contract, as modified by exercise of the first option, after 5-1/2 years after the date of contract award.

(c) The second option (5th year) extends the effective period of the contract, by another 12 months beyond the contract's effective period as changed by the 1st option. If the second option is exercised, the maximum quantity that the Government may order under the contract will be increased as specified below. The Government may exercise this second option at any time after the first option has been exercised, but not later than 1,410 days after the date of contract award. If this option is exercised, the maximum quantity shall be increased by 30,653; 38,906; 1; 0; 1; 5,313; 432; 38,750; 11,688; 73,258; 125,227; 37,500 from 103,685; 216,700; 6,253; 6,250; 29,272; 10,851; 1,731; 93,750; 80,513; 304,283; 532,870; 150,000 to 132,180; 250,339; 6,255; 6,250; 29,274; 15,851; 2,163; 110,000; 101,913; 368,569; 632,145; 187,500. The contractor will not be obligated to make any deliveries under the contract, as modified by exercise of the second option, after 6-1/2 years after the date of contract award.

[End of Clause]

H-13	252.217-7026	IDENTIFICATION OF SOURCES OF SUPPLY	NOV/1995
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(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE						
Line	National	Commercial		Source of Supply		Actual
<u>Items</u>	<u>Stock</u>	<u>Item</u>		<u>Address</u>	<u>Part No.</u>	<u>Mfg?</u>
(1)	<u>Number</u>	<u>(Y or N)</u>	<u>Company</u>		(5)	(6)
	(2)	(3)	(4)	(4)		

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- (1) List each item of supply and item of technical data.
- (2) If there is no national stock number, list "none."
- (3) Use Y if the item is a commercial item; otherwise use N. If Y is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use Y if the source or supply is the actual manufacturer; N if it is not; and U if unknown.

[End of Clause]

H-14                      52.204-4005                      REQUIRED USE OF ELECTRONIC CONTRACTING                      DEC/2002  
(TACOM)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr2000.com> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: [http://contracting.tacom.army.mil/awards\\_official.htm](http://contracting.tacom.army.mil/awards_official.htm)  
Rock Island: <http://aa.is.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>  
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>  
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

(1) Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access

(2) 100 OR 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM

(3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to [amsta-idq@tacom.army.mil](mailto:amsta-idq@tacom.army.mil), to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data

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submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

H-15            52.246-4026            LOCAL ADDRESSES FOR DD FORM 250            MAR/2002  
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]



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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-13	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-14	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-15	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-16	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-18	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-19	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-20	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-21	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-22	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-23	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-24	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-25	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-26	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-27	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-28	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-29	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-30	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-31	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-32	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-33	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-34	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-35	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-36	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-37	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	JAN/1991
I-38	52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-39	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-40	52.230-4	CONSISTENCY IN COST ACCOUNTING PRACTICES	AUG/1992
I-41	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-42	52.232-1	PAYMENTS	APR/1984
I-43	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-44	52.232-11	EXTRAS	APR/1984
I-45	52.232-17	INTEREST	JUN/1996
I-46	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-47	52.232-25	PROMPT PAYMENT	FEB/2002
I-48	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-49	52.233-1	DISPUTES	JUL/2002

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I-50	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-51	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-52	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-53	52.242-13	BANKRUPTCY	JUL/1995
I-54	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-55	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-56	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-57	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
I-58	52.248-1	VALUE ENGINEERING	FEB/2000
I-59	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-60	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-61	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-62	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-63	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-64	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-65	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-66	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	OCT/2001
I-67	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-68	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-69	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-70	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	MAR/1998
I-71	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-72	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-73	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-74	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-75	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-76	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-77	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-78	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-79	52.209-1	QUALIFICATION REQUIREMENTS	FEB/1995

(a) Definition: Qualification requirement, as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) SEE SUPPORTING ACTIVITY(IES) LISTED IN THE SPECIFICATION(S)  
(Address)

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name \_\_\_\_\_

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Manufacturer's Name \_\_\_\_\_  
 Source's Name \_\_\_\_\_  
 Item Name \_\_\_\_\_  
 Service \_\_\_\_\_  
 Identification\_\_\_\_\_Test Number\_\_\_\_\_ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

[End of Clause]

I-80      52.215-21      REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST      OCT/1997  
 OR PRICING DATA--MODIFICATIONS `` (ALTERNATE III (OCT 1997))

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

- (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and
- (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in

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quantities similar to the proposed quantities.

- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media:

[End of Clause]

I-81                      52.223-11                      OZONE-DEPLETING SUBSTANCES                      MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-82                      52.244-6                      SUBCONTRACTS FOR COMMERCIAL ITEMS                      MAY/2002

(a) Definitions. As used in this clause--

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

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(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000)(46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-83	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	APR/1984
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(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-84	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
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(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

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(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-85                      252.247-7023                      TRANSPORTATION OF SUPPLIES BY SEA                      MAY/2002

- (a) Definitions. As used in this clause--
- (1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
  - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
  - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
  - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
  - (5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
  - (6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
    - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
    - (ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
  - (7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

- (b)
- (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
  - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
    - (i) This contract is a construction contract; or
    - (ii) The supplies being transported are-
      - (A) Noncommercial items; or
      - (B) Commercial items that-
        - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

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(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

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(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
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(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-86	252.248-7000	PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS	MAY/1994
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Prepare Value Engineering Change Proposals, for submission pursuant to the VALUE ENGINEERING clause of this contract, in the format prescribed by the version of MIL-STD-973 in effect on the date of contract award.

[End of Clause]

I-87	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
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(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]



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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
K-2	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
K-3 (a)	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (Alternate I dated APR 2002)	APR/2002

(1) The North American Industry Classification System (NAICS) code for this acquisition is 336992.

(2) The small business size standard is 1,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not, a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not, a woman-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not, a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not, a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that -

(i) It ☐ is, ☐ is not, a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not, a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture]: \_\_\_\_\_

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

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(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

[End of Provision]

K-4      52.203-2      CERTIFICATE OF INDEPENDENT PRICE DETERMINATION      APR/1985

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

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(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above (INSERT FULL NAME OF PERSON(S) IN THE OFFEROR'S ORGANIZATION RESPONSIBLE FOR DETERMINING THE PRICES OFFERED IN THIS BID OR PROPOSAL, AND THE TITLE OF HIS OR HER POSITION IN THE OFFEROR'S ORGANIZATION);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

[End of Provision]

K-5	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
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(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement:

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer: and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

[End of Provision]

K-6	52.204-3	TAXPAYER IDENTIFICATION	OCT/1998
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(a) Definitions.

(1) Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

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(2) Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[ ] TIN: \_\_\_\_\_

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other:

(f) Common parent.

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[ ] Name and TIN of common parent:

Name: \_\_\_\_\_

TIN: \_\_\_\_\_

[End of Provision]

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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(b) Representation. Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation. The offeror represents that it [ ] is a women-owned business concern.

[End of Provision]

K-8                      52.204-6                      DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER                      JUN/1999

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservices@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

[End of Provision]

K-9                      52.207-4                      ECONOMIC PURCHASE QUANTITY -- SUPPLIES                      AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals, or quotations are requested in this solicitation is (are) economically advantageous to the Government.

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(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

[End of Provision]

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Name of Offeror or Contractor:		

K-10                      52.209-5                      CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,                      DEC/2001  
AND OTHER RESPONSIBILITY MATTERS

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

    (i) The Offeror and/or any of its Principals--

        (A) ☐ are  
            ☐ are not

            presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

        (B,C) [Language removed]

        (D)    [Language removed]

        (E)    [Language removed]

    (ii) [Language removed]

    (iii) The Offeror

☐ has  
        ☐ has not,

            within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

    (2) Principals, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN A JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

[End of Provision]

K-11                      52.215-6                      PLACE OF PERFORMANCE                      OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,

☐ intends  
    ☐ does not intend

Name of Offeror or Contractor:

(Check applicable block)

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks intends in paragraph (a) of this provision, it shall insert in following spaces the required information:

Place of Performance (Street Address, City, County, State, ZIP code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent.
_____	_____
_____	_____
_____	_____

[End of Provision]

K-12            52.222-22            PREVIOUS CONTRACTS AND COMPLIANCE REPORTS            FEB/1999

The offeror represents that--

- (a) It ☐ has  
☐ has not

participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114:

- (b) It ☐ has  
☐ has not

filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

[End of Provision]

K-13            52.222-25            AFFIRMATIVE ACTION COMPLIANCE            APR/1984

The offeror represents that

- (a) It ☐ has developed and has on file,  
☐ has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

[End of Provision]

K-14            52.230-1            COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION            JUN/2000

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III. Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the offeror is an educational institution, Part II does not apply unless

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**Name of Offeror or Contractor:**

the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. Disclosure Statement -- Cost Accounting Practices and Certification**

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit



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**Name of Offeror or Contractor:**

a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

**II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage**

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

**III. Additional Cost Accounting Standards Applicable to Existing Contracts**

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes  
☐ no

[End of Provision]

K-15      52.247-60      GUARANTEED SHIPPING CHARACTERISTICS      DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

- (i) Type of "Outer" container: Wood Box \_\_\_\_\_, Fiber Box \_\_\_\_\_, Barrel \_\_\_\_\_, Reel \_\_\_\_\_, Drum \_\_\_\_\_, Other (Specify) \_\_\_\_\_
- (ii) Shipping configuration: Knocked-down \_\_\_\_\_, Set-up \_\_\_\_\_, Nested \_\_\_\_\_, Other (specify) \_\_\_\_\_;
- (iii) Size of outer container: \_\_\_\_\_ inches (Length), x \_\_\_\_\_ inches (Width), x \_\_\_\_\_ inches (Height) = \_\_\_\_\_ Cubic FT;
- (iv) Number of items per outer container \_\_\_\_\_ Each;
- (v) Gross weight of outer container and contents \_\_\_\_\_ LBS
- (vi) Palletized/skidded \_\_\_\_\_ Yes \_\_\_\_\_ No;
- (vii) Number of outer containers per pallet/skid \_\_\_\_\_;

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<b>Name of Offeror or Contractor:</b>		

- (viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ LBS;
- (ix) Size of pallet/skid and contents \_\_\_\_\_ LBS Cube \_\_\_\_\_;
- (x) Number of outer containers or pallets/skids per railcar \_\_\_\_\_ \* --  
Size of railcar \_\_\_\_\_  
Type of railcar \_\_\_\_\_
- (xi) Number of outer containers or pallets/skids per trailer \_\_\_\_\_ \*--  
Size of trailer \_\_\_\_\_  
Type of trailer \_\_\_\_\_

\*Number of complete units (contract line item) to be shipped in carrier's equipment.

- (2) To be completed by the Government after evaluation but before contract award:
- (i) Rate used in evaluation \_\_\_\_\_;
- (ii) Tender/Tariff \_\_\_\_\_;
- (iii) Item \_\_\_\_\_;

The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

[End of Clause]

K-16            252.225-7003            INFORMATION FOR DUTY-FREE ENTRY EVALUATION            MAR/1998

- (a) Does the offeror propose to furnish-

- (1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

- [ ] Yes  
[ ] No

- (b) If the answer in paragraph (a) is yes, answer the following questions:

- (1) Are such foreign supplies now in the United States?

- [ ] Yes  
[ ] No

- (2) Has the duty on such foreign supplies been paid?

- [ ] Yes  
[ ] No

- (3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$\_\_\_\_\_

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

[End of Provision]

K-17	252.225-7006	BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM CERTIFICATE	MAR/1998
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(a) Definitions. "Caribbean Basin country end product," "designated country end product," "domestic end product," "NAFTA country end product," "nondesignated country end product," "qualifying country end product," and "U.S. made end product" have the meanings given in the Buy American Act--Trade Agreements--Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. Offers of foreign end products that are not U.S. made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end products will not be considered for award, unless the Contracting Officer determines that there are no offers of such end products; or the offers of such end products are insufficient to fulfill the requirements; or a national interest exception to the Trade Agreements Act is granted.

(c) Certifications.

(1) The Offeror certifies that-

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies qualify as "U.S. made end products" but do not meet the definition of "domestic end product":

(insert line item number)

(ii) The Offeror certifies that the following supplies are qualifying country end products:

(insert line item number) (insert country of origin)

(iii) The Offeror certifies that the following supplies qualify as designated country end products:

(insert line item number) (insert country of origin)

(iv) The Offeror certifies that the following supplies qualify as Caribbean Basin country end products:

(insert line item number) (insert country of origin)

(v) The Offeror certifies that the following supplies quality as NAFTA country end products:

(insert line item number) (insert country of origin)

(vi) The following supplies are other nondesignated country end products.

(insert line item number) (insert country of origin)

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**Name of Offeror or Contractor:**

[End of Provision]

K-18      252.247-7022      REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA      AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

[ ] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

[ ] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

[End of Provision]

K-19      52.204-4007      OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE      MAR/2001  
(TACOM)

(a) If you have a data fax number, please provide it below.

\_\_\_\_\_

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

\_\_\_\_\_

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website:  
<http://www.ccr2000.com/>

\_\_\_\_\_

[End of Provision]

K-20      52.211-4034      IDENTIFICATION OF OFFERED PART NUMBER      NOV/1982  
(TACOM)

(a) Offers in response to this solicitation are to be made on the contract item as defined in the Schedule (Section B) and in the accompanying Technical Data Package (TDP). Any offer made on an item that does not exactly conform to the descriptions and specifications in the TDP will not be considered for contract award. However, if the offeror manufactures or regularly sells the contract item under a part number designation other than the one set forth in Section B herein, that part number and revision or specification information shall be set forth in the spaces provided below.

<u>Contract Line</u>	<u>Manufacturer's</u>	<u>Date and</u>
<u>Item Number (CLIN)</u>	<u>Part number</u>	<u>Revision No.</u>
_____	_____	_____
_____	_____	_____

(b) By inserting the information requested above, offeror certifies that the offered part number conforms in all respects to the specifications, drawings, and requirements herein cited or incorporated by reference.

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**Name of Offeror or Contractor:**

(c) If no part number information is inserted above by offeror, it is understood and agreed that offeror will supply only the part number called out in the Schedule, and that such part has no other code or designation for purpose of offeror's commercial sales.

[End of Provision]

K-21      52.215-4010      AUTHORIZED NEGOTIATORS      JAN/1998  
(TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE NUMBER</u>
_____	_____	_____
_____	_____	_____

[End of Provision]

K-22      52.245-4004      REPRESENTATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE      JAN/1991  
(TACOM)

The offeror represents that there:

- [ ] is  
[ ] is not

Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use,

- [ ] will  
[ ] will not  
[ ] may or may not (not finally determined as of the date of this offer)

be used in the performance of the contract resulting from this solicitation.

NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

[End of Provision]

K-23      52.247-4010      TRANSPORTATION DATA FOR F.O.B. ORIGIN OFFERS      FEB/1994  
(TACOM)

(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

Offeror represents that:

- (1) Facilities for shipping by rail

- [ ] are  
[ ] are not

available at the F.O.B. point(s) stated in this solicitation.

Name of Offeror or Contractor:

(2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is:

(NAME) (LOCATION)

(3) Facilities for shipping by water

[ ] are  
[ ] are not

available at the F.O.B. point(s) stated in this solicitation.

(4) Facilities for shipping by motor

[ ] are  
[ ] are not

available at the F.O.B. point(s) stated in this solicitation.

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

RAIL: /Unit MOTOR: /Unit WATER: /Unit

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

(b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.

(c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.

(d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

[End of Provision]

K-24 52.247-4011 F.O.B. POINT SEP/1978  
(TACOM)

Delivery on F.O.B. origin offers will be F.O.B. Carrier's equipment, wharf, or freight station, at the Government's option, at or near:

(1) Contractor's Plant: (City) (State) (ZIP) (County)

(2) Subcontractor's Plant: (City) (State) (ZIP) (County)

[End of Provision]

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Provision]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-2	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
L-3	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-4	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-5	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS (ALTERNATE I (OCT 1997) AND ALTERNATE II (OCT 1997))	MAY/2001
L-6	52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT/1997
L-7	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB/1999
L-8	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-9	252.206-7000	DOMESTIC SOURCE RESTRICTION	DEC/1991
L-10	252.209-7003	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	MAR/1998
L-11	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (ALTERNATE III (OCT 1997) AND ALTERNATE IV (OCT 1997))	OCT/1997

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

Non-certified cost or pricing data including access to records necessary to permit an adequate evaluation of the proposed prices will be used to establish a fair and reasonable price.

(c) Submit the cost portion of the proposal via the following electronic media.

[End of Provision]

L-12	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a FIRM FIXED-PRICE contract resulting from this solicitation.

[End of Provision]

L-13	52.232-18	AVAILABILITY OF FUNDS	APR/1984
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Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

[End of Provision]

L-14	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

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**Name of Offeror or Contractor:**

U.S. Army Tank-automotive and Armaments Command	or	HQ, Army Materiel Command
ATTN: AMSTA-AQ, Protest Coordinator		Office of Command Counsel
Warren, MI 48397-5000		ATTN: AMCCC-PL
		5001 Eisenhower Avenue
		Alexandria, VA 22333-0001
		Facsimile number (703) 617-5680/617-4999
		Voice number (703) 617-8176

The AMC-Level protest procedures are found at: [www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html).

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

[End of Provision]

L-15	52.233-4001	HQ-AMC LEVEL PROTEST PROCEDURES	MAY/2000
	(TACOM)		

(a) Policy: A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest: An AMC Protest may be filed with either, but not both:

- (1) The contracting officer designated in the solicitation for resolution of protests, or,
- (2) HQ, AMC at the address designated below.

(c) Election of Forum: After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority: The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

(e) Time for Filing a Protest: HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest: HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests:

- (1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Ave.  
Alexandria, VA 22333-0001

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:  
<http://www.amc.army.mil/amc/cc/protest.html>

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be



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**Name of Offeror or Contractor:**

sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

(i) Remedies: The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

- (1) terminate the contract;
- (2) re-compete the requirement;
- (3) issue a new solicitation;
- (4) refrain from exercising options under the contract;
- (5) award a contract consistent with statute and regulation;
- (6) pay appropriate costs as stated in FAR 33.102(b)(2); and
- (7) such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

[End of Provision]

L-16      52.211-4036      FORMAT OF THE TECHNICAL DATA PACKAGE (TDP)      APR/2000  
(TACOM)

(a) The TDP for the contract item is available only in electronic format via the TACOM Contracting Webpage (contracting.tacom.army.mil). TACOM-Warren has discontinued its practice of providing hard copies (i.e. CD ROM) of technical data packages (TDPs). You must obtain a copy of the TDP for this solicitation via the TACOM Contracting Webpage. For those TDPs not available via the webpage, the TDP will be issued free of charge in CD-ROM format. The CD-ROM includes the necessary software to access, view, and print individual images that are included in the TDP. The CD-ROM can be read in any personal computer that includes a CD-ROM drive. If your company does not have a personal computer with a CD-ROM drive, you can take the CD-ROM disk to any of various commercial computing or copying/printing service, to have hard copies produced.

(b) TDPs available via the TACOM Contracting Webpage may be purchased in CD ROM format for a fee of \$4.60 each. Requests for CD ROMs and payment should be mailed to:

USATACOM  
AMSTA-CM-CDD (TDP Requests)  
Warren, MI 48397-5000

Make checks payable to the United States Treasury. Points of Contact for this initiative: Terri McGregor at (810) 574-7058 or Rick

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Name of Offeror or Contractor:

Khouri at (810) 574-7064.

[End of Provision]

L-17	52.211-4047 (TACOM)	NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL (NEGOTIATED)	APR/2000
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(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

- (b) Definitions:
- (1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

(5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.
- (c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.
- (d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:
- (1) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.

(2) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies.

(3) A proposal to provide residual inventory shall include the Government or commercial contract number of the terminated contract and the name of the original contractor.
- (e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Provision]

L-18	52.211-4049 (TACOM)	PART NUMBERS NOT CURRENTLY APPROVED	NOV/1982
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As specified elsewhere in this solicitation, part or all of the contract item to be procured hereunder is restricted to certain approved manufacturer's part numbers as set forth in the Schedule and/or the Technical Data Package. Any firm that produces an item which it believes to be equivalent to one of these approved part numbers is hereby encouraged to have such item tested and approved, so that the item will be eligible to be bought on future acquisitions. Please write to the attention of the buyer at the address indicated on the cover page of this solicitation and request a statement of the procedures by which items can be tested and approved for procurement. Such an enquiry should cite the applicable National Stock Number (NSN), the already approved part number, the part number of the item which the enquirer believes to be identical to our approved item, and a brief statement of the basis on which the new item is believed to be equivalent to our already approved item.

[End of Provision]

**Name of Offeror or Contractor:**

L-19            52.211-4054            PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES  
(TACOM)

MAR/1989

For purposes of computing a price for the option quantity specified in Section B of this solicitation and unless otherwise indicated in Section B, it is understood and agreed that the option unit price includes the same level(s) of packing/packaging as those that apply to the basic contract quantity.

[End of Provision]

L-20	52.215-4003	HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES (TACOM)	(NON-US POSTAL SERVICE MAIL)
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DEC/2002

(a) Handcarried offers shall be addressed to:

US Army Tank-automotive and Armaments Command  
Acquisition Center  
Bid Lobby - Building 231, AMSTA-AQ-AMAD  
East 11 Mile Road  
Warren, MI. 48397-0001

(b) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Bid Lobby at the above address.

(c) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

(d) Handcarried offers must be delivered to the TACOM Receiving Dock in Building 249. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 249. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Bid Lobby address in Building 231.

(e) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.

(f) Packages must be delivered to Building 249 between the hours of 8:00 am and 3:00 pm local time.

[End of Provision]

L-21                    52.215-4004                    COST OR PRICING DATA

JUN/1999

(a) Every proposal must include cost or pricing data for (i) prime contracts expected to exceed \$500,000 and (ii) each prospective noncompetitive subcontract that:

(1) Has an estimated value of \$10 million or more, or

(2) Has an estimated value of more than \$500,000 and is more than 10% of the total contract price.

(b) In order to meet this requirement, you must include a certificate of current cost or pricing data, in the format specified in 15.406-2 (see paragraph (d) below).

(c) Data shall be submitted in the format indicated in Table 15-2 of FAR 15.408.

(1) Address both (i) the basic contractual quantities identified in Section B of this solicitation, and (ii) any applicable option quantity identified in Section H of this solicitation.

(2) For required subcontractor cost or pricing data:

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(i) Clearly identify the sub-contracted scope of work and its relation to the total proposal, and

(ii) Include (or forward to the Procuring Contracting Officer (PCO) when first available) complete documentation of the subcontract proposal audit, analysis, evaluation, and negotiation.

(3) Concurrently furnish the complete package of information to the cognizant Defense Contract Management Area Operation (DCMC) and Defense Contract Audit Agency (DCAA) offices. You are responsible for submitting all required subcontractor cost or pricing data to each of these three Government offices (or for ensuring that subcontractors forward their data directly).

(d) Certificate of Current Cost or Pricing Data. As soon as practicable after contract price agreement, you will furnish a Certificate of Current Cost or Pricing Data for the prime contract and each subcontract identified above.

[End of Provision]

L-22                    52.215-4404                    DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY                    MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of provision]

L-23                    52.215-4850                    ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION                    DEC/2002  
(TACOM)

(a) You must submit your offer via paperless electronic media (See Paragraph (b) below.). Unless paper copies are specifically requested elsewhere in this solicitation (in Section L), offers submitted in paper form are unacceptable. You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats:

(1) Files readable using these Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.

(4) Other electronic formats. Before preparing your offer in any other electronic format, please e-mail the buyer identified in Block 10 of the solicitation cover sheet (Government Standard Form 33), with e-mail copy-furnished to amsta-idq@taacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the closing date. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in rejection of your offer. All alternate methods must be at no cost to the Government.

NOTE: The above formats may be submitted in compressed form using self-extracting files. Executable files other than self-extracting compressed files are unacceptable.

(b) Acceptable media: You must submit your offer via 100 megabyte or 250 megabyte Zip\*-disk, or 3 1/2 inch disk, or 650 megabyte CD ROM, E-mail, or datafax. Identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimilie" as defined at FAR 52.215-5.

(1) 100 OR 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Offerors shall label any and all submitted disks with the solicitation number and closing date, and the offeror's name and address and contact phone number. Envelopes containing disks must be labeled per FAR 52.215-1(c), found within the provision, "Instructions to Offerors--Competitive Acquisition", listed in Section L. Your attention is also called to the entirety of that provision--all contained therein

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**Name of Offeror or Contractor:**

is applicable to paperless electronic offers. In the event of multiple submitted offers, place each offer/submission on its own disk(s) (one offer can comprise multiple disks). You must also submit only one offer/submission per envelope. Notwithstanding language in Block 9 of the SF 33 cover sheet of this solicitation that may state otherwise, submit **ONLY ONE** (1) of each disk (no additional copies required). If you will be sending your CD or ZIP disks by any method other than US Postal Service, see the Section L provision 52.215-4003 (TACOM), entitled "Handcarried Offers," for delivery instructions.

(2) E-MAIL. If you choose to use e-mail, address your offer to [offers@tacom.army.mil](mailto:offers@tacom.army.mil). DO NOT E-MAIL OFFERS TO THE BUYER. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

(3) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-586-574-5527. DO NOT FAX OFFERS TO THE BUYER. SIMILARLY, DO NOT ADDRESS THE FAX TO THE BUYER. YOU MUST ADDRESS THE FAX TO THE ATTENTION OF [offers@tacom.army.mil](mailto:offers@tacom.army.mil) AS THIS IS THE LOCATION WHERE YOUR FAX MUST BE RECEIVED. THE COVER PAGE OF THE FAX MUST CLEARLY INDICATE THAT THE FAX SHOULD BE SENT TO [offers@tacom.army.mil](mailto:offers@tacom.army.mil).

Paper faxes are not acceptable. Transmit only one offer for each datafax transaction. Clearly identify the offer as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: [offers@tacom.army.mil](mailto:offers@tacom.army.mil). Offerors may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph (e) below for the minimum requirements of your offer. Maximum size of datafax offers is three and one-half megabytes (3.5MB), the same limitation as that for e-mail offers. For your datafax, use the same subject line as that for e-mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Unless specifically instructed otherwise in this solicitation, select only one medium by which to transmit each offer. For instance, do not submit an offer via 100 or 250 megabyte Zip\*-disk AND e-mail.

(c) Lateness rules for submitted disks, e-mail, or datafax submissions are outlined in FAR 52.215-1, "Instructions to Offerors--Competitive Acquisition", listed in Section L of this solicitation. Pay particular attention to paragraph (c)(3) of that clause as it relates to the timing of e-mail or datafax submissions.

(d) Security Note: If you choose to password-protect access to your offer, you must provide the password to TACOM at least ten days prior to submitting the protected file. Contact the buyer to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

(e) Electronic offers must include, as a minimum:

(1) The SF33 cover sheet filled out. SIGNATURE: For offers submitted via disk or CD ROM per (b)(1) above, this SF 33 cover sheet must be signed and included electronically in your disk or CD. Clearly label the disc/CD ROM as described in paragraph (b)(1) above, adding the name and title of the signer authorizing your company, your company name, and then sign the LABEL itself. Datafaxed offers also must include a signed SF 33 cover sheet. E-mailed offers must also include a signed SF 33 cover sheet that can be either faxed or scanned. If faxed to the TACOM Network Fax Server (1-586-574-5527), you must annotate that it is being submitted together with your e-mailed offer. If scanned, attach it to your e-mail offer (or first e-mail message if you are sending multiple e-mails due to length).

(2) All applicable fill-in provisions from Sections A, B, F, and K of this solicitation. You may find Word versions of Section K provisions requiring your fill-in on our TACOM Business Opportunities webpage (<http://contracting.tacom.army.mil/mastersol/sectionk.htm>). You can fill them in and attach them to your offer. See the solicitation for which provisions are required. Also, Section E provisions filled in (if applicable): Inspection Point: Origin, TACOM clause 52.246-4028. All applicable fill-ins must be completed and submitted by the offeror.

(3) A statement of agreement to all the terms, conditions, and provisions of this solicitation.

(4) Any other information required by the solicitation.

(f) Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

(g) Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph (f) above.

\*Registered trademark

[End of Provision]

**Name of Offeror or Contractor:**

L-24                    52.219-4003                    HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS  
(TACOM)

JUN/1997

(a) Procurement Technical Assistance Centers (PTACs). The Federal Government has established over 100 PTACs around the nation to help small vendors do business with the Defense Department and other Government agencies. PTACs offer most of their services FREE OF CHARGE.

(b) PTACs provide their clients with...

- marketing advice
- information on sales opportunities and partnering prospects
- help with preparing offers
- matching your firm's services and products to Government requirements
- copies of Government specifications (sometimes for a fee)
- post-award guidance
- referrals to other business assistance resources
- newsletters, which typically discuss Government policy changes and upcoming seminars and trade fairs

(c) To find the PTAC nearest you, visit <http://www.dla.mil.ddas.default.htm> on the World Wide Web.

[End of Provision]

L-25            52.219-4004            SUBMISSION OF SUBCONTRACTING PLAN  
(TACOM)

FEB/1999

(a) Concurrent with the offer in response to this solicitation, the The offeror shall submit a subcontracting plan required by FAR 52.219-9, entitled SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN. Note that such a plan is not required of offerors that are small businesses. The plan shall be submitted to the buyer's e-mail address on the face page of the solicitation.

(b) Each page of the subcontracting plan will be marked with the solicitation number and date, and may also be marked with other codes or identification symbols to aid in later identification. If this is a negotiated acquisition, the subcontracting plan may be negotiated along with the cost, technical, and managerial features of the offeror's proposal, and the Government reserves the right to discuss the subcontracting plan after the receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(c) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (including Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the proposal's total subcontracting dollars.

[End of Provision]

L-26            52.233-4000            NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM  
                  (TACOM)

AUG/1999

(a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.

(b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).

(c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.

(d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

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Name of Offeror or Contractor:

U.S. Army TACOM  
 AMSTA-AQ-C (Ms. Shepherd)  
 Warren, MI 48397-5000

shepherl@tacom.army.mil

(586) 574-6597 or 6547

(e) If you contact Ms. Shepherd, please provide her with the following information:

- (1) TACOM solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

(g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command  
 Office of Command Counsel  
 ATTN: AMCCC-PL  
 5001 Eisenhower Ave.  
 Alexandria, VA 22333-0001

Voice Phone: (703)-617-8176  
 Fax Phone: (703)-617-4999 or 5680.

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

www.amc.army.mil/amc/command\_counsel/protest/protest.html

[End of Provision]

L-27

52.246-4038

OFFEROR'S STATISTICAL PROCESS CONTROL (SPC) PROGRAM

APR/1994

(TACOM)

- (a) This solicitation will result in a contract that will require the contractor to use a statistical process control (SPC) program to ensure the quality of the contract items. The minimum requirements for the contractor's SPC program are described in this solicitation, in the clause entitled STATISTICAL PROCESS CONTROL.
- (b) To allow us to analyze your SPC program, you must furnish a description of your program as part of your proposal in response to this solicitation.
- (c) Your SPC program description must be complete enough to show that your program has all the features required in Section E of this solicitation. Note that if some of the features of your program are described in other forms (brochures, for example, or articles), you may attach a copy of such items to your response, rather than restating information from them. If your SPC program is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your program description. You need not physically attach a copy of a textbook to your offer.
- (d) If you already described your SPC program as an attachment to another TACOM solicitation within the previous 90 days, you can either send us another copy or simply identify the number of the previous solicitation. (Note, however, that each SPC program description includes a discussion of which features of the contract item you will control using SPC techniques. Since this discussion differs from item to item, remember that each time you send us an SPC program description, part of the discussion has to be specific to the item you're offering. This means that even if you sent us a description of your SPC program two months ago, simply sending us a copy or referring to the copy of that description won't be enough--unless the older solicitation was for the same item you're offering us now.)

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> DAAE07-02-R-N139      <b>MOD/AMD</b></p>	<p><b>Page</b>120 <b>of</b> 122</p> <p>REPRINT</p>
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**Name of Offeror or Contractor:**

(e) If you don't provide us a complete description of your SPC program, or if the description you do send doesn't show all the required features listed in Section E of this solicitation, your proposal may be ineligible for award.

[End of Provision]

L-28	52.246-4051	OFFEROR'S QUALITY ASSURANCE SYSTEM	FEB/1998
	(TACOM)		

(a) This solicitation will result in a contract that will require the contractor to use a quality-assurance system to ensure the quality of the contract items.

(b) To allow TACOM to analyze your proposed quality system, especially if that system is not based on a national or international standard, you must identify your system as part of your response to this solicitation. Section E of this solicitation includes a clause that asks you to identify what quality-assurance system you will use if awarded a contract.

(1) If you indicate in Section E of this solicitation that your quality system conforms to one of the ISO 9000-series standards, or to QS 9000, or to ANSI/ASQ 9001 or 9002, this is a sufficient description: you need not further describe your quality system in your response to the solicitation.

(2) If your quality system does not conform to any of the standards listed in (b)(1) immediately above, then in addition to identifying in Section E of this solicitation the name of the quality system you intend to use, you also must provide a description of your proposed system, in enough detail to let us assess its suitability for use in performing the resulting contract. This is of particular importance if your proposed system is unique, using quality control methods and techniques that your company has developed in-house. (Note, however, that if the quality system you intend to use is one that conforms to MIL-Q-9858, MIL-I-45208, or another comparable military specification or standard, you don't need to send us a copy of the standard: just identify in Section E of your offer which standard you intend to use).

(3) If you provide a description of your quality system, make sure that your description covers how your system:

- achieves defect prevention, and
- provides process control, and
- ensures adequate quality controls throughout all areas of contract performance.

If some of the features of your system are described in other forms (brochures, for example, or articles), you may attach a copy of such items to your response to this solicitation. If your system is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your system description. You need not physically attach a copy of a textbook to your offer.

(c) If you already described your quality system as an attachment to another TACOM solicitation within the previous 90 days, you can either send us another copy, or simply identify the number of the previous solicitation.

(d) If you do not provide us a description of your quality system, or if the description you send does not show all of the required features as stated in paragraph (b) above, your offer may be ineligible for contract award.

[End of Provision]



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**Name of Offeror or Contractor:**

SECTION M - EVALUATION FACTORS FOR AWARD

	Regulatory Cite	Title	Date
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
M-3	52.247-47	EVALUATION--F.O.B. ORIGIN	APR/1984
M-4	52.247-4457 (TACOM)	EVALUATION OF TRANSPORTATION COSTS FOR LONG TERM CONTRACTS	MAR/2002

We do not know the quantity and destination requirements that will apply during the term of this Contract. To determine the low offeror, we will evaluate those transportation costs that apply to a quantity of (see 1 below), including any option quantities, by using the methodology described in the Section M clause entitled "Evaluation--FOB Origin" (FAR 52.247-47). The quantity delivery rate the Government identified in Paragraph (b)(3) of Section F's clause 52.242-4457 entitled "Delivery Schedule for Delivery Orders" will be used in our evaluation. We will use the following estimated quantities, excuding any Foreign military Sales (FMS) portion (if any), to the listed tentative destinations in conducting our evaluation:

T-107 (1) 132,180 79,308 TO New Cumberland Army Depot	T-130 (1) 250,339 100,136 TO New Cumberland Army Depot	T-132 (1) 6,255 2,502 TO New Cumberland Army Depot
52,872 TO Sharpe Army Depot	87,618 TO Red River Army Depot	1,251 TO Red River Army Depot
	62,585 TO Sharpe Army Depot	2,502 TO Sharpe Army Depot
T-136 (1) 6,250 4,875 TO New Cumberland Army Depot	T-138 (1) 29,274 11,710 TO Red River Army Depot	T-142 (1) 15,851 6,340 TO New Cumberland Army Depot
500 TO Red River Army Depot	17,564 TO Sharpe Army Depot	3,963 TO Red River Army Depot
875 TO Sharpe Army Depot		5,548 TO Sharpe Army Depot
T-144 (1) 2,163 1,082 TO New Cumberland Army Depot	T-150 (1) 110,000 33,000 TO New Cumberland Army Depot	T-154 (1) 101,913 39,746 TO New Cumberland Army Depot
1,081 FMS portion which will not be evaluated	33,000 TO Red River Army Depot	42,803 TO Red River Army Depot
	44,000 TO Sharpe Army Depot	19,364 TO Sharpe Army Depot
T-157I (1) 368,569 92,142 TO New Cumberland Army Depot	T-158LL (1) 632,145 189,643 TO New Cumberland Army Depot	T-164 (1) 187,500 61,875 TO New Cumberland Army Depot
228,513 TO Red River Army Depot	316,073 TO Red River Army Depot	78,750 TO Red River Army Depot
47,914 TO Sharpe Army Depot	126,429 TO Sharpe Army Depot	46,875 TO Sharpe Army Depot

[End of Provision]

M-5	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001
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(a) We'll award a contract to the offeror that:

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-02-R-N139 <b>MOD/AMD</b>	<b>Page</b> 122 <b>of</b> 122 REPRINT
<b>Name of Offeror or Contractor:</b>		

- (1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified in Section M, and
- (2) submits a bid or proposal that meets all the material requirements of this solicitation, and
- (3) meets all the responsibility criteria at FAR 9.104.

(b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:

- (1) arrange a visit to your plant and perform a preaward survey;
- (2) ask you to provide financial, technical, production, or managerial background information.

(c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.

(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]

M-6            52.216-4006            METHOD OF PRICE EVALUATION            OCT/2001  
(TACOM)

(a) The unit price for each year will be multiplied by the estimated annual requirement for the corresponding year, and the results for each year added together to produce the evaluated price for the total maximum quantity. Based on this method of evaluation, award will be made to the responsible offeror whose offer represents the lowest evaluated price, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

(b) If this solicitation contains quantities to be shipped FOB Origin, transportation cost will be evaluated as specified in the EVALUATION OF TRANSPORTATION COSTS provision elsewhere in this Section, and award will be made to the responsible offeror whose offer represents the lowest evaluated price including transportation costs, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

[End of Provision]

M-7            52.217-4003            EVALUATION OF INCOMPLETE OPTION PRICING            FEB/1998  
(TACOM)

(a) Per FAR 17.203(d), offerors may price the option CLIN in this solicitation incrementally, by entering different option unit prices that will apply to different subquantities or quantity ranges (in the event that the Government elects to exercise less than 100% of the option). Notwithstanding this fact, the provision entitled EVALUATION OF OPTIONS (FAR 52.217-5, located elsewhere in this Section M) indicates that the Government's evaluation for contract award will include each offeror's price for 100% of the option quantity.

(b) In light of the above, if an offeror specifies unit prices that apply to one or more option quantity ranges, but does not specify a unit price for 100% of the option, we will evaluate that offer for award as follows. The option price for such offer shall be deemed to be the higher of (i) the unit price that applies to the basic (non-option) quantity, or (ii) the highest unit price that is identified against any range or subquantity of the option CLIN.

[End of Provision]